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 6, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Rosemarie Smallcombe

CA1. **Health and Human Services** **RES-2021-379**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-380**

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

CA3. **Sheriff's Office RES-2021-381**

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

CA4. **Auditor (ID # 11914)**

Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2020-21 (May 2021)

CA5. **Auditor RES-2021-382**

Authorize the Auditor to Complete and Sign the Acceptance of Award Terms and Conditions for Fiscal Recovery Funds Included in the American Rescue Plan Act of 2021 (H.R. 1319)

CA6. **Auditor RES-2021-383**

Approve a Budget Action Transferring Funds Within the Auditors Budget to Cover a Shortfall in Outside Audit Expenditures ($1200)

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, June 15, 2021

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, June 22, 2021

CA9. **Board of Supervisors**

Approve the Minutes of Wednesday, June 23, 2021

CA10. **County Counsel RES-2021-384**

Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for Use of the Woodland Community Building for Fiscal Year 2021/2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Fire RES-2021-385**

Ratify a Letter in Support of Disaster Recovery Consultants Application for the Pacific Gas and Electric (PG&E) Better Together Resilient Communities Grant

CA12. **Health and Human Services RES-2021-386**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Housing Grants Fund Budget for Revenue to be Received Under the New Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) ($68,440) 4/5ths Vote Required

CA13. **Health and Human Services RES-2021-387**

Approve Budget Action Recognizing Unanticipated Revenue and Transferring Funds Within the Various Health and Human Services Budgets for Fiscal Year 2020-2021 Year End Balancing Adjustments ($434,600) 4/5ths Vote Required

CA14. **Health and Human Services RES-2021-388**

Approve an Agreement with Biobot Analytics, Inc to Provide Wastewater Epidemiology Services for an Amount Not to Exceed $60,840; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services RES-2021-389**

Approve Memorandum of Understanding with the County of Madera to Provide Reciprocal Coverage of Health Officer Duties When the Other Health Officer is Temporarily Unavailable; and Authorize the Board of Supervisors Chair to Sign the Memorandum of Understanding

CA16. **HHS/Behavioral Health & Recovery Services RES-2021-390**

Approve an Agreement with the American Indian Council of Mariposa to Provide Mental Health Services in an Amount Not to Exceed $118,990; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **HHS/Behavioral Health & Recovery Services RES-2021-391**

Approve an Agreement with Sierra Quest Human Services Foundation in an Amount Not to Exceed $100,000 to Provide Mental Health Services for Health and Human Services Agency (HHSA) Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Public Works RES-2021-392**

Approve Budget Action Increasing Revenue and Appropriations in the Public Works Parks & Recreation Budget to Account from Unanticipated Funds from Health and Human Services Agency (HHSA) COVID Revenue ($48,000) 4/5ths Vote Required

CA19. **Public Works RES-2021-393**

Increase Extra Help Hours from 999 to 1,300 for an Extra Help Employee Assigned to the Roads Division Within the Public Works Department

CA20. **Public Works RES-2021-394**

Approve Budget Action Transferring Appropriations in the Public Works and Transportation Department, from Utility Capital to the Mariposa Pines Sewer District Fund to Cover an Unanticipated Shortfall ($20,000) 4/5ths Vote Required

CA21. **Public Works RES-2021-395**

Declare the September 4, 2021, Labor Day Parade a County Sponsored Event; Provide a County Insurance Certificate to Caltrans; Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 4, 2021; and Authorize the Board of Supervisors Chair to Sign the Letter Documenting the Board's Support and Approval

CA22. **Sheriff's Office RES-2021-396**

Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services in an Amount Not to Exceed $70,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Health reported that two of the recent cases of COVID-19 were identified as the Delta variant. Dr. Allen also reported on recent vaccination clinics, and advised of an upcoming one on Thursday. She also noted that the County is still hovering at about 56% for those who have received their first dose of the vaccine. Dr. Allen also reminded of being recently awarded fellows from the CDC's Public Health Associate Program and one from California Epidemiologic Investigation Service (Cal-EIS), and introduced Amal who is one of the fellows.

Jacob Hawley/Mariposa Visitors Center Operations Manager reported on recent numbers of visitors in the center, noting a decline. He advised that people are going up without reservations and are being turned away by the National Park Service (NPS). Mr. Hawley also noted an upcoming Yosemite Gateway Partners meeting on July 8th at 9:30 AM. In response to Supervisor Forsythe's inquiry about how to attend, Mr. Hawley noted that people have to go to their website and click on the link.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:08 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

G. AIR POLLUTION CONTROL DISTRICT

9:09 AM Chair Menetrey convened the Air Pollution Control District (APCD) Board meeting with all Directors present except for Rosemarie Smallcombe.

Public Comment Period

None.

APCD Regular Agenda

1. **Air Pollution Control Officer APCD-2021-5**

Ratify the Signature of the Air Pollution Control Officer Dated October 29Th, 2020 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program for (Fiscal Year 19/20) Amending the Total Amount from $12,758 to a New Amount Not to Exceed $75,223.98

Dave Conway/Environmental Health Manager gave the staff report. No public comment. Mr. Conway also noted receiving a comment from a constituent in Fish Camp, and advised that he was able to speak with her.

RESULT: **ADOPTED [4-0]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

2. **Air Pollution Control Officer APCD-2021-6**

Ratify the Signature of the Air Pollution Control Officer Dated June 24Th, 2021 on an Amended Grant Agreement for California Air Resources Board Prescribed Burn Reporting and Monitoring Support Program Grant Number G18-PBRM-12-1 Extending the Term to June 30, 2022

Dave Conway gave the staff report. No public comment.

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

Adjourn APCD

9:17 AM Chair Menetrey adjourned the APCD meeting.

Reconvene as Board of Supervisors

9:17 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Building 2021-ORD-1164**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 15.10 of the Mariposa County Code", Amending Chapter 15.10, Sections 040, 080, 100, 110, 130, 150, 160, 180, 190, and 200 of the Building and Construction Code to Clarify the Intent of the Adoption of the Codes

Chair Long presented the item. No public comment.

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

2. **HHS/Behavioral Health & Recovery Services RES-2021-397**

Approve an Agreement with Alliance for Community Transformations to Operate the Connections Emergency Shelter in an Amount Not to Exceed $422,914, Less the Amount of Additional Grants Awarded to Contractor that Would Fulfill or Offset Services Outlined Within This Contract (If Received and Expended During the Term of This Agreement); and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report. In response to an inquiry from Supervisor Sweeney, Ms. Gadd discussed funding and funding sources. Ms. Gadd then introduced Allison Tudor/Alliance for Community Transformation Executive Director who reported on the number of people served by Connections. No public comment.

In response to Supervisor Forsythe's inquiries, Allison Tudor discussed the involvement of Red Coat Properties, which is owned by Dave and Denise Conway. Ms. Tudor provided an overview of the purchase, noting that Wayne Eisenhart negotiated the contract. Joe Lynch noted that his involvement was in his previous position, and assured that County General Fund dollars were not used in the negotiations or for supplies. Mr. Lynch also noted that the cost for the emergency site on Joe Howard was $100,000 per month. In response to Supervisor Forsythe's prompt, County Counsel reported on efforts by Liebert Cassidy Whitmore (LCW) which found that there was no conflict of issue under any law. Supervisor Menetrey discussed the Court decision requiring a homeless shelter, and the public input previously received by the Board. Supervisor Long extended thanks to County Counsel for procuring a legal determination from LCW.

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Tom Sweeney, Marshall Long, Miles Menetrey
ABSTAIN:	Wayne Forsythe
EXCUSED:	Rosemarie Smallcombe

3. **Public Works RES-2021-398**

Authorize the Public Works Director to File a Revised Project List for RMRA Road Projects for FY 21/22 with the State Transportation Commission

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

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

4. **County Counsel RES-2021-399**

Adopt Countywide Ergonomic Program Policy and Procedures

Steven W. Dahlem/County Counsel gave the staff report., noting in response to Supervisor Sweeney, that the Risk Manager is also the Ergonomic Officer. No public comment.

RESULT:	**ADOPTED [4-0]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Rosemarie Smallcombe

5. **Administration RES-2021-400**

Approve Agreement 4CA05349 in an Amount Not to Exceed $1,037,419.00, and Agreement 4CA05350 in an Amount Not to Exceed $440,379.00, with CAL FIRE for Command and Control, Dispatch and Extended Fire Protection Availability (Amador) Services from July 1, 2021 through June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreements

Joe Lynch/Assistant County Administrative Officer noted a correction to the agreement then introduced Steve Ward/Cal Fire - County Fire Chief who gave the staff report. Board discussion ensued regarding the Local Emergency Medical Services Agency. No public comment.

CORRECTION:
Remove Station 27 from the list.

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

6. **Administration RES-2021-401**

Approve a Budget Action Recognizing and Allocating Funds Received through the Community Power Resiliency Allocation Program ($77,300) and Transferring Funds from General Fund Contingency to the Community Power Resiliency Allocation Fund ($8,685) 4/5ths Vote Required

Joe Lynch gave the staff report. No public comment.

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

7. **Administration RES-2021-402**

Ratify the County Administrative Officer (Purchasing Agent) Signature on the Purchase Sale Agreement and Accompanying Documents for 5123 Jones Street in Mariposa

Joe Lynch gave the staff report. In response to Supervisor Forsythe's inquiry, Mr. Lynch noted that they have received some of the inspection reports and that there need to be further discussions as to next steps. Mr. Lynch also noted that there are no General Fund monies being used for inspections or anything else. No public comment.

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

I. Items removed from Consent Agenda

None.

Recess

10:10 AM Chair Long recessed the meeting for a brief break and reconvened at 10:15 AM.

J. Board Information

Information received.

K. Closed Session

1. **County Counsel (ID # 11929)**

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

No public input.

RESULT: **CLOSED SESSION HELD**

2. **Administration (ID # 11946)**

CLOSED SESSION: Public Employment: Agricultural Commissioner / Sealer of Weights & Measures

No public input.

RESULT: CLOSED SESSION HELD

L. Recess

10:33 AM Chair Long moved the meeting into Closed Session.

M. 2:00 PM Reconvene

2:00 PM Chair Long reconvened the Board of Supervisors meeting.

1. **Planning (ID # 11928)**

Conduct Development Code Update Workshop #3: Mariposa County Zoning and Subdivision Ordinance Updates to Implement the General Plan and State Law

Sarah Williams/Planning Director introduced the consultants from Mintier Harnish who gave a PowerPoint presentation. During public comment, Jim Evans urged keeping housing forefront in any policy decisions.

RESULT: INFORMATION RECEIVED

Recess

2:34 PM Chair Long moved the meeting back into Closed Session.

Reconvene

3:36 PM Chair Long reconvened the Board of Supervisors meeting and reported out that Information was Received and Direction was Given in both Closed Sessions.

N. Adjournment

3:37 PM Chair Long adjourned in memory of Melissa Baker, Sheila Hill, and Richard Morton Hulbert.

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 2021-379

MEETING: July 6, 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: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-380

MEETING: July 6, 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: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 11947

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-381

MEETING: July 6, 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: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

REF ID# 11948

MARIPOSA COUNTY

Auditor · (209) 966-7606

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Quarterly Audit Reports for Treasury Funds

TITLE OF PRESENTATION:
Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2020-21 (May 2021)

BACKGROUND AND HISTORY:
The Auditor reconciles the Treasury funds to the Auditor's records each month. Once each quarter, the monthly audit results are reported to the Board of Supervisors as required by California code. This is normally done for the middle month of each quarter. The results contained in this report are for the month of May 2021.

NEGATIVE ACTION:
Miss the opportunity to hear about the County's financials.

ATTACHMENTS:
Statement of Treasury's Condition (PDF)
Auditor's Review and Audit Report for Treasury Funds (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

STATEMENT OF TREASURY'S CONDITION

STATE OF CALIFORNIA
County of Mariposa

On the 28th day of May 2021, the undersigned Deputy Auditor of said Mariposa County, counted the money in its treasury, and verified in duplicate as follows:

MONEY IN TREASURY:

FILED
JUN 23 2021
KEITH M. WILLIAMS
MARIPOSA COUNTY CLERK
KAREN M. HERMAN

CURRENCY:	100's	$1,500.00	
	50's	$550.00	
	20's	$1,560.00	
	10's	$400.00	
	5's	$605.00	
	2's		
	1's	$406.00	
	CURRENCY:		$5,021.00
COIN:	SILVER DOLLAR		
	50		
	25	$15.75	
	10	$10.50	
	5	$2.75	
	1	$3.59	
	COIN:		$32.59
	TREASURY TOTAL CASH:		**$5,053.59**

Luis M. Mercado
County Auditor

By: _____
Deputy Auditor

Reconciliation with Auditor's Books:

AUDITOR'S CASH BALANCE AS OF THE 28th day of May 2021		$68,579,405.14
	Outstanding Checks:	$5,474,923.51
	AUDITOR'S :	**$74,054,328.65**

Treasury Balance:

Cash in Treasury:	$5,053.59
Cash Deposit in Transit	$12,265.09
Active Bank Accounts:	$5,576,006.00
Invested Bank Accounts:	$68,461,003.97
TREASURY :	**$74,054,328.65**

Bank Adjustments: _____

TOTAL TREASURY: **$74,054,328.65**

Attachment: Statement of Treasury's Condition (11914 : Quarterly Audit Reports for Treasury Funds)

MARIPOSA COUNTY AUDITOR
POST OFFICE BOX 729
4982 10TH STREET
MARIPOSA, CALIFORNIA 95338

Luis Mercado, Auditor
Rebecca Smock, Assistant Auditor

Office: 209-966-7606
Fax: 209-966-7810

E-mail:
lmercado@mariposacounty.org
rsmock@mariposacounty.org

June 23, 2021

AUDITOR'S REVIEW AND AUDIT REPORT FOR TREASURY FUNDS

The Auditor's office conducts monthly audits of the Treasurer's cash and bank statements to ensure that they concur with the accounting records maintained by the Auditor. California Code, Title 3, Division 2, Part 3, Chapter 4, Article 2, Paragraph 26922 requires that, at least once each quarter, the results of this audit shall be filed in the office of the clerk of the Board of Supervisors.

The audit attached to this report is for the month of May 2021 (4th Quarter of FY 20-21). The results of the audit were that the cash on hand with the Treasurer and the money held in the Treasurer's operating and investment bank accounts fully reconciled with the accounting records of the Auditor. The Auditor's records indicated total funds of $74,054,328.65. Of the Treasurer's total amount, cash on hand with the Treasurer on the last business day of May 2021 totaled $5,053.59, cash deposit in transit totaled $12,265.09, money in the Treasurer's operating bank accounts totaled $5,576,006.00, and the balance of the County's investments was $68,461,003.97.

Luis Mercado
County Auditor

Attachment: Auditor's Review and Audit Report for Treasury Funds (11914 : Quarterly Audit Reports for Treasury Funds)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-382

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Authorize the Auditor to Sign for Acceptance of Coronavirus Funds

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RECOMMENDATION AND JUSTIFICATION:
Authorize the Auditor to complete and sign the Acceptance of Award Terms and Conditions for Fiscal Recovery Funds included in the American Rescue Plan Act of 2021 (H.R. 1319).

Jurisdictions eligible to receive funding directly from the US Department of Treasury are required to submit a request for funding through the Treasury Submission Portal. Submission Requirements include:

1. Jurisdiction name, taxpayer ID number, DUNS number, and address

2. Authorized representative name, title, and email

3. Contact person name, title, phone, and email

4. Funds transfer information, including recipient's financial institution, address, phone, and routing number and account number

5. Completed award terms and conditions (to be signed by the authorized representative)

This board item is authorizing the Auditor to complete this information in the Treasury Submission Portal so that the County of Mariposa can receive funds.

A future board item will be brought before the Board to budget for these funds in accordance with US Department of Treasury guidance on eligible uses for these funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (H.R. 1319) into law, which included direct aid to counties. On May 10, 2021 the US Department of Treasury released guidance on the State and Local Coronavirus Fiscal Recovery Fund and also opened a web portal that counties have to complete in order to receive Fiscal Recovery Funds. Completing and signing the attached Acceptance of Award Terms and Conditions form is part of the web portal process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

In the absence of an authorized representative signature on the Acceptance of Award Terms and Conditions form, the County of Mariposa would not receive Fiscal Recovery Funds from the US Department of Treasury.

FINANCIAL IMPACT:
By approving the award terms and authorizing a representative to sign and complete the web portal process for receipt of funds, the County would be requesting funds totaling $3,341,481, which would be paid by the US Treasury in two annual installments. A budget action will be presented to the Board upon confirmation of receipt of these funds.

ATTACHMENTS:
Acceptance Of Award Terms (PDF)
Coronavirus State and Local Fiscal Recovery Funds Fact Sheet (PDF)

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

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: County of Mariposa , California	DUNS Number: Taxpayer Identification Number: Assistance Listing Number and Title: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____
Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

_____
Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Attachment: Acceptance Of Award Terms (RES-2021-382 : Authorize the Auditor to Sign for Acceptance of Coronavirus Funds)

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

    a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

    b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

    a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

    b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

    c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

    a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

    b. Federal regulations applicable to this award include, without limitation, the following:

        i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

        ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

        iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

        iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

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v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

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a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

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financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

County of Mariposa
Recipient

_____
Date

_____
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver $350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver $350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

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Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of $350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount ($ billions)
States & District of Columbia	$195.3
Counties	$65.1
Metropolitan Cites	$45.6
Tribal Governments	$20.0
Territories	$4.5
Non-Entitlement Units of Local Government	$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

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- **Support public health expenditures,** by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency,** including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury's Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. **Supporting the public health response**

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
  - ✓ Vaccination programs
  - ✓ Medical expenses
  - ✓ Testing
  - ✓ Contact tracing
  - ✓ Isolation or quarantine
  - ✓ PPE purchases
  - ✓ Support for vulnerable populations to access medical or public health services
  - ✓ Public health surveillance (e.g., monitoring for variants)
  - ✓ Enforcement of public health orders
  - ✓ Public communication efforts
  - ✓ Enhancement of healthcare capacity, including alternative care facilities
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
  - ✓ Enhancement of public health data systems
  - ✓ Capital investments in public facilities to meet pandemic operational needs
  - ✓ Ventilation improvements in key settings like healthcare facilities

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- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services

- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.

- **Supporting small businesses,** helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.

- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.

- **Rebuilding public sector capacity,** by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

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3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health,** through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments,** including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

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Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. **Providing premium pay for essential workers**

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

Attachment: Coronavirus State and Local Fiscal Recovery Funds Fact Sheet (RES-2021-382 : Authorize the Auditor to Sign for Acceptance of

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. **Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. **Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Attachment: Coronavirus State and Local Fiscal Recovery Funds Fact Sheet (RES-2021-382 : Authorize the Auditor to Sign for Acceptance of

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. **Ineligible Uses**

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Attachment: Coronavirus State and Local Fiscal Recovery Funds Fact Sheet (RES-2021-382 : Authorize the Auditor to Sign for Acceptance of

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-383

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve a Budget Action to Cover Shortfall in Audit Expenditures ($1,200)

RECOMMENDATION AND JUSTIFICATION:
Approve a Budget Action Transferring Funds within the Auditors Budget to Cover a Shortfall in Outside Audit Expenditures ($1200).

There is available budget in the Auditor budget unit to cover this shortfall. The budget action is moving budget from the Auditor budget unit to the budget unit that pays for outside audit expenditures.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On 7/7/20 the Board passed Resolution 2020-370 authorizing expenditures for outside audits performed by the CPA firm Smith and Newell. The amount budgeted for these expenditures was short by $1,200 and this budget action is addressing this shortfall.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The General Fund budget unit that pays for outside audit expenditures will be over budget.

FINANCIAL IMPACT:
No net impact to the General Fund because the budget action is moving appropriations between General Fund budget units.

ATTACHMENTS:
Budget Action - Board Item 11954 (PDF)

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

REF ID# 11954

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0103-413	0418	Audit-Grand Jury		$550	
001	0103-413	0419	Audit-Board of Supervisors		$550	
001	0103-413	0422	Transportation Planning		$100	
001	0107-421	0481	Software			$1,200
001	0104-414	1090	GENERAL CONTINGENCY			
				TOTAL	$1,200	$1,200

TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or appropriating Reserve for Contingencies;

(X) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION: To cover shortfall in outside auditing expenditures.

DEPT HEAD SIGNATURE DATE 6/25/2021

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 11/95

C:\EXCEL\BUDGET98\BUDCHGS\22646

Attachment: Budget Action - Board Item 11954 (RES-2021-383 : Approve a Budget Action to Cover Shortfall in Audit Expenditures ($1,200))

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

June 15, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input. Regarding CA15, Supervisor Sweeney and Shannon Gadd/Health and Human Services Agency (HHSA) Director discussed the need for nutritional services in the north county.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-338**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-339**

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office** **RES-2021-340**

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

CA4. **Administration** **RES-2021-341**

Approve a Letter of Support to Increase Local Assistance Funding in State Budget for County Veterans Service Officers

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, May 18, 2021

CA6. **Clerk of the Board of Supervisors** **2021-66**

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

CA7. **Clerk of the Board of Supervisors** **2021-67**

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

CA8. **County Counsel** **RES-2021-342**

Approve the Administrative Match Agreement Between the County of Mariposa and Area 12 Agency on Aging in the Amount of $39,853 for Fiscal Year 2021/2022 for Such Purposes as the Older Americans Act and Older Californians Act; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **District Attorney/Victim Witness** **RES-2021-343**

Approve a Lease Agreement for Office Space for the District Attorney's Victim Witness Program, Space to Conduct Child Abuse Forensic Interviews and Victim Witness Court Waiting Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **District Attorney/Victim Witness** **RES-2021-344**

Approve the 2021-22 Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $270,741 for Fiscal Year 21/22; and Authorize the Board of Supervisors Chair to Sign the Grant Application

CA11. **District Attorney/Victim Witness** **RES-2021-345**

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2021-2022 Victim Witness Assistance (VW) Grant (Subject to Approval as to Legal Form by County Counsel)

CA12. **HHS/Behavioral Health & Recovery Services** **RES-2021-346**

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve a Lease Agreement with Richard Roesch for 5026 Broadway in an Amount Not to Exceed $7,800 Per Year for the Health and Human Services Agency to Operate an Office in Coulterville; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA13. **HHS/Behavioral Health & Recovery Services RES-2021-347**

Approve an Amendment to the California Department of Public Health (CDPH) Immunization Local Assistance Grant Agreement Number 17-10329, A03 to Increase the Grant Funding by $578,602 for Fiscal Year 2020-2021 and Increases the Total Grant Funding to the New Amount Not to Exceed $793,023; Approve Budget Action Receiving Unanticipated Revenue from CDPH ($430,836); and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA14. **HHS/Public Health RES-2021-348**

Approve First Amendment to the Four-Year Agreement with Alliance for Community Research and Development, LLC (ACRD) for the Mariposa County Tobacco Education Program to Increase the Amount by $22,000 to a New Amount Not to Exceed $109,360 and Extend the Term to December 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **HHS/Social Services RES-2021-349**

Approve the Area 12 Agency on Aging (A12AA) Standard Agreements for Senior Meals and Transportation Programs for FY 2021-2022; Authorize the Board of Supervisors Chair to Sign the Agreements, and Designate the Health & Human Services Agency Director as the Designee

CA16. **Public Works RES-2021-350**

Approve a Program Supplement Agreement for the School House Road Over Owens Creek Bridge Project No. BRLO 5940(113); Approve Budget Action Recognizing Additional Project Revenue ($100,000); and Authorize the Board of Supervisors Chair to Sign the Agreement 4/5ths Vote Required

CA17. **Sheriff's Office RES-2021-351**

Approve an Increase of Hours in a Not-To-Exceed Amount of 1,300 Hours for One (1) Extra-Help Sheriff's Security Officer

CA18. **Sheriff's Office RES-2021-352**

Approve an Increase of Hours in an Amount Not to Exceed 1,150 Hours for One (1) Extra-Help Sheriff's Bailiff in the Sheriff's Office

CA19. **Sheriff's Office RES-2021-353**

Approve a Professional Services Agreement with John C. Fremont Healthcare District to Provide Medical Services to the Mariposa Adult Detention Facility in an Amount Not to Exceed $443,641; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Eric Sergienko/County Health Officer noted that the Blueprint was official retired at midnight and that all of the business guidance has been lifted, but that various portions of the Gubernatorial Executive Orders remain in effect like waiving the portions of the Brown Act that allow us to continue to teleconference. He also noted other guidance that unvaccinated individuals must wear masks indoors, on transportation, and in congregate living; and advised of the consideration of Cal/OSHA requirements and the need for employers to continue to do some level of screening. Dr. Sergienko also noted that March and April were busy times and that we still have some active cases. He also reported on the Delta variant, noting vaccination has been shown to be 80% effective against it; and advised of upcoming vaccination clinics. Board discussion ensued regarding the variant, and the need for guidance for meetings of County committees. Dr. Sergienko also discussed a heat warning for later in the week and noted that they are considering opening cooling centers and that they will get it out on Facebook if they do.

Jacob Hawley/Mariposa Visitors Center Operations Manager reported on a growing rate of visitors coming to Mariposa County but noted that redirect those without park passes to YARTS. Mr. Hawley also advised that Tuolumne Meadows campground will be opening 21st of June to July with open reservations. Board discussion ensued regarding WIFI at the Visitor Center and throughout town; the lifting of YARTS rider restrictions; and whether the store in Tuolumne Meadows will be opening.

Walter Wall/District Attorney introduced Jessica Mimnaugh who extended thanks for approval of the Victim Witness grant in the consent agenda; noted that their first post-covid jury trial is taking place today and that there is a big backlog of trials, which is the reason for the Overtime in their budget. Ms. Mimnaugh also reported on traveling to New Mexico to interact with two potential court dogs; and noted that they are considering having an open house at some point in the future.

Shannon Gadd/Health and Human Services Agency (HHSA) Director noted she will look into funding for the dog. Ms. Gadd also provided an update on an encampment on Frank Wilson Way noting that it is not a county-sanctioned site and that Code Compliance and Fire are out there this morning to evaluate fire risk. Ms. Gadd noted that if there is an imminent threat due to the encampment, power will be shut off to the site immediately, and that if it is not imminent, they will be shutting it off on Sunday. She noted that power will no longer be provided as Heritage House is now open and is an option.

Dallin Kimble/County Administrative Officer noted that the presentation for this afternoon's budget hearing is available on the website at www.mariposacounty.org/budget.

Jeremy Briese/Sheriff - Coroner - Public Administrator noted that his office is working with County partners on the encampment, and that he will have a few Deputies go through the area and identify if there is any criminal activity and take action, if appropriate. Sheriff Briese also discussed Search and Rescue (SAR) noting that a hiker had set out from Bagby to Horseshoe Bend and did return and advised that they may have a sighting. Sheriff Briese also noted that they welcome anyone who wants to volunteer to become an SAR member.

F. Board Recognitions

1. **Planning (ID # 11775)**

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Presentation of 2020 American Planning Association (APA) Central California Section Planning Awards for Excellence and Achievement in Planning in the Best Practices Category for the Mariposa County Recreation and Resiliency Master Plan and the Urban Design Category for the Mariposa Creek Parkway Master Plan to the Board of Supervisors

Sarah Williams/Planning Director introduced Eric VonBerg who presented the awards on behalf of the Central Section of the California American Planning Association. During public comment, Sarah Williams recognized Mikey Goralnik for his leadership on this.

Mr. VonBerg presented the awards to Chair Long, Sarah Williams, and Mikey Goralnik.

RESULT: PRESENTATION MADE

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:47 AM Chair Long recessed the meeting followed by the Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:47 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-19**

Adopt a Resolution Allocating the State Transit Assistance (STA) Funds for Fiscal Year 2020-2021

Shannon Hansen/Deputy Director of Public Works gave the staff report. No public input.

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

Adjourn LTC

9:49 AM Chair Long adjourned the LTC meeting.

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Reconvene as Board of Supervisors

9:49 AM Chair Long reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Auditor RES-2021-354**

Approve a Budget Action Receiving Unanticipated Revenue from Measure M TOT that Will Allow the Auditor's Office to Pay Measure M Funded Expenditures ($8,907) 4/5ths Vote Required

Luis Mercado/County Auditor gave the staff report. No public input.

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

2. **County Counsel RES-2021-355**

Adopt Evacuation Policy and Procedure Template for All County Offices to Use

Steven W. Dahlem/County Counsel gave the staff report and noted a correction. In response to an inquiry from Supervisor Sweeney, County Counsel noted that there will be a schedule for when all of the departments have to have this completed which his office will track. Mr. Dahlem also noted that his office will be tracking the drills and making sure that they are scheduled.

CORRECTION:
Change "NOX BOX" to "KnoxBox."

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

J. Items removed from Consent Agenda

None.

Recessed

9:56 AM Chair Long recessed the meeting for a brief break and reconvened at 10:01 AM.

K. Board Information

Information received.

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Recessed

10:25 AM Chair Long recessed the meeting.

L. 2:00 PM Reconvened

1. **Administration (ID # 11814)**

PUBLIC HEARING to Consider the Final Budget for Fiscal Year 2021-2022 (Will be Continued from Day to Day, as Needed)

2:00 PM Chair Long opened the public hearing.

Dallin Kimble gave a PowerPoint presentation with the assistance of Leigh Westerlund/Assistant County Administrative Officer which provided a synopsis of the following departmental budgets:

Board of Supervisors

Administration

No public input on either budget unit. Board clarification was sought regarding PARS and frozen positions. The Board concurred with both budgets.

Community Cultural

No public input. Discussion ensued regarding the amounts given to the various organizations. Supervisor Menetrey advocated for using the $50,000 budgeted for the Yosemite-Mariposa County Tourism Bureau (YMCTB) for other organizations given that the YMCTB successfully increased their T.B.I.D. percentage being charged. Discussion ensued regarding treating all of the organizations the same and the work that was necessary to balance the budget, as well as reconsidering the matter during themed-year review. The Board concurred with the budget as presented.

Public comment was reopened and there was none.

Human Resources

The Board concurred with the budget as presented.

Auditor

No public input. The Board concurred with the budget as presented.

Treasurer - Tax Collector - County Clerk - Elections

No public input. The Board concurred with the budget as presented.

Assessor - Recorder

No public input. The Board concurred with the budget as presented.

County Counsel - Risk Management

Public comment was opened reopened on the Administration budget and none was received. No public input on County Counsel - Risk Management budget. The Board concurred with the budget as presented.

Public Works Operations

Dallin Kimble provided an overview of the requirements for enterprise funds. Board discussion ensued regarding Roads, especially in view of the six positions being restored to the Sheriff's Department, the requirement for Measure M money to support public safety, and the Airport's need for a new operator. Supervisor Sweeney suggested deferring increases to Roads until the fall. During public comment, Colleen Rhodes

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

requested a public workshop given that 60301 appears to encompass a wide amount of items; suggested that the budget narratives could be improved; and requested better transparency in the matter.

Plant Operations

Dallin Kimble noted that the airport and each utility district are enterprise funds; advised that money received from the general fund for enterprise funds must be in the form of a loan; noted that the utility districts are no longer able to cover the district operations; and advised of potential ways to address the problem. No public input. Board discussion ensued regarding plant operation; the history of attempted rate increases; and an upcoming policy to guide staff on how to react when utilities are not sustainable. During public comment, Robert Patterson from the north county noted that he is a rate payer in the Lake Don Pedro Community Services District and suggested looking into a more modern way of billing, with suggested timeframes of every 6 months or once a year, rather than sending out postcards especially given that the sewer rate is a fixed rate.

3:30 PM Chair Long recessed the meeting for a brief break and reconvened at 3:36 PM.

Child Support Services

No public input. The Board concurred with the budget as presented.

District Attorney/Victim Witness

No public input. The Board concurred with the budget as presented.

Sheriff

No public input. Board discussion ensued regarding the amount of Measure M funding that went to the Sheriff's Department; the use of Rural Counties Crime Prevention (RCCP) funding and the purpose behind it; the effects of the removal of $200,000 from operations; equipment rotation; and the length and extent of training required to get a new deputy on the street. The Board concurred with the budget as presented.

Fire

No public input. The Board concurred with the budget as presented.

Probation

No public input. Supervisor Smallcombe and Chief Judy discussed potential effects of realignment. Public comment was reopened and there was none.

Agriculture/Weights & Measures

No public input. The Board concurred with the budget as presented.

Building

No public input. The Board concurred with the budget as presented.

Planning

Board discussion ensued regarding the possibility of unfreezing positions, especially in view of a staff member out on maternity leave. No public input. Discussion ensued regarding the possibility of using the extra help planner to cover the gaps.

Health & Human Services

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

No public input. The Board concurred with the budget as presented.

Library

No public input. The Board concurred with the budget as presented.

UC Extension

No public input. The Board concurred with the budget as presented.

General Reserves & Contingencies

Board discussion ensued regarding the need to rebuild reserves. Discussion also ensued regarding last year's use of departmental reserves and whether those funds would be returned; potential centralization of certain functions like fleet and purchasing; the need to adjust our policies; deferral of an organizational study; and the need for data regarding what was spent and what benefits were achieved from the HHSA consolidation. During public comment, Robert Patterson noted that the California Department of Motor Vehicles gives all licensing fees within the La Grange zip code to Stanislaus County, and that correction of that issue might provide substantial revenue to Mariposa County.

The Board concurred with the budget as presented.

No proposals for revisions were submitted to the Clerk of the Board prior to the close of the public hearing.

4:50 PM Chair Long closed the public hearing.

Board members discussed the process and extended thanks.

RESULT: HEARING CONCLUDED

M. Adjournment

4:58 PM Chair Long adjourned the meeting in memory of Melanie Garringer, Mary Monger, and Jack Cheepo.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jun 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

June 22, 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.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-356**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-357**

Minutes Acceptance: Minutes of Jun 22, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office** **RES-2021-358**

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

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, May 25, 2021

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, June 1, 2021

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, June 8, 2021

CA7. **Board of Supervisors**

Approve the Minutes of Wednesday, June 9, 2021

CA8. **Board of Supervisors**

Approve the Minutes of Monday, June 14, 2021

CA9. **Administration** **RES-2021-359**

Approve the Renewal Agreement with Tangent for Microsoft 365 Licenses, in an Amount Not to Exceed $104,700.00, with a Term of July 5, 2021 through July 4, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Agricultural Commissioner** **RES-2021-360**

Approve the County Petroleum Products Program Cooperative Agreement No 21-0042-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Agricultural Commissioner** **RES-2021-361**

Approve Two Supplemental Certifications for the Exotic Pest Detection Trapping Agreement No. 20-0157, RES 2021-254, for FY 2020/2021 and 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Postconsumer-Content Certification (CalRecycle74) and Contractor Certification Clauses (CCC)(4/2017)

CA12. **Agricultural Commissioner** **RES-2021-362**

Approve the Certified Farmers Market Inspections Agreement 21-0168-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services** **RES-2021-363**

Approve First Amendment to Agreement with Mercy Medical Transportation Incorporated (Inc.) for Transportation Services Increasing the Amount by

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$30,000 to a New Amount Not to Exceed $80,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services RES-2021-364**

Approve First Amendment to an Agreement with Scott's Cleaning Service to Provide Emergency Cleaning Services to the County of Mariposa, Expanding the Range of Services Within the Agreement and Increasing the Amount by $50,000 for a New Amount Not to Exceed $90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **HHS/Behavioral Health & Recovery Services RES-2021-365**

Approve an Agreement with Today is a New Day Recovery Home to Provide Residential Recovery Services for Substance Abuse Clients Referred by Mariposa County Health and Human Services Agency and Mariposa County Probation in an Amount Not to Exceed $129,600; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **HHS/Behavioral Health & Recovery Services RES-2021-366**

Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to Provide Psychiatric Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $120,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **HHS/Behavioral Health & Recovery Services RES-2021-367**

Approve Budget Action Increasing Revenue and Appropriations in the Targeted Case Management (TCM) Fund Budget to Account for Revenue to be Received Under the New TCM Agreement with the Department of Health Care Services ($168,037) 4/5ths Vote Required

CA18. **HHS/Behavioral Health & Recovery Services RES-2021-368**

Approve an Agreement with Willow Glen Care Center to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Via Mariposa County Behavioral Health in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **HHS/Behavioral Health & Recovery Services RES-2021-369**

Approve an Agreement with Sequoia Psychiatric Treatment Center to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Via the Health and Human Services Agency (HHSA) in an Amount Not to Exceed $160,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Behavioral Health & Recovery Services RES-2021-370**

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $158,500 to Provide Early Intervention Services for Individuals Living with a Mental Illness; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Public Works RES-2021-371**

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Approve an Agreement with Moore Twining Laboratories Inc. in an Amount Not to Exceed $135,000 to Provide State Certified Lab Chemical Analysis for Various Utilities and Facilities Throughout the County; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Sheriff's Office** **RES-2021-372**

Approve an Agreement with Permitium, LLC Inc. for the Purpose of Maintaining the Digital Application Process of the Sheriff's Office Concealed Carry (CCW) Weapons Permit Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. **Administration** **RES-2021-373**

Adopt a Resolution Adopting the 2021-22 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2021-22 (FY22) Budget

E. Departmental Presentation

Eric Sergienko/County Health Officer noted that while the blueprint was retired a week ago, Cal/OSHA still has temporary standards for employers. He noted that we do not have a County policy in place, yet, and requested the County Administrative Officer (CAO) and County Counsel weigh in on that. Dr. Sergienko continued that from the Public Health perspective, there is only one active case and they are investigating another. He also noted that there was no detection of COVID-19 in the most recent waste water tests; and advised on declining vaccination numbers. He also advised that people can now get a digital vaccination certificate from the State, discussed differing rates of success in finding that information, and recommended that people to keep either the paper copy with them or a photograph of it. Supervisor Long and Dr. Sergienko discussed upcoming vaccine clinics. Supervisor Smallcombe and Dr. Sergienko discussed the consistency of records across states, and noted that it is probably more important for international, rather than interstate, travel. Dallin Kimble/CAO noted that the Cal/OSHA ruling came down last week and that the drafting of County policy is underway with the intent of just following Cal/OSHA's requirements.

9:09 AM Supervisor Sweeney briefly left the Chambers and returned at 9:11 AM.

Mr. Kimble noted that until the policy is in place, employees should continue to wear masks as they have been. Supervisor Menetrey inquired if the Board will be able to weigh in on the policy and discussed vaccine and mask efficacy, as well as COVID-19 recovery rates and problems with Dr. Sergienko. Steven W. Dahlem/County Counsel noted that he defers to Dr. Sergienko regarding public health concerns, but noted that a policy is necessary for the County to take advantage of the allowances in the amended regulations because employers must document employee vaccination status. He also noted that there are confidentiality requirements which will be followed up on, and advised that the County will likely be seeking authorizations from the employees to provide that information as a disclosure of full vaccination will allow them to not wear masks in the workplace. In response to Supervisor Smallcombe's inquiry, County Counsel noted that the policy would not apply to volunteers but would still be encouraged for those interacting with employees.

Dallin Kimble noted that offices were closed on Friday for Juneteenth to be in

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compliance with our labor agreements. Mr. Kimble also noted that Pacific Gas & Electric (PG&E) did transfer the Rule 23 credits to the city of Los Altos and the funds were received yesterday.

Shannon Gadd/Health and Human Services Agency (HHSA) Director noted that children under the age of 12 still cannot get vaccinated, and requested that employers be mindful of that. Ms. Gadd also advised that a team went out to the Frank Wilson Road encampment and did not identify any immediate health and safety risks and, consequently, the power was not shut off until Sunday. However, outreach was conducted regarding HHSA, Heritage House, and Connections and there are fewer people at that location now. She also noted that teams continue to do outreach for social services, emergency services, and transitional housing. Supervisor Long and Ms. Gadd discussed the capacity of Connections.

Kristina Allen/Deputy Director of Public Health reported that the County's application for to the CDC's Public Health Associate Program has been approved, and that we will be getting an intern through that program in October. She also noted that we will also be getting an intern through a similar program through the California Department of Public Health.

Steve Ward/CAL FIRE - County Fire Chief noted that it is fire season and that they are experiencing more dispatches every day. He also noted that crews have already had to be sent out of county, and reminded the public to be careful with any machines or engines in the dry grass. He also requested people to refrain from using mechanical means of weed abatement if it is windy because of the distance that sparks could fly. Chief Ward also noted that CAL FIRE is in the last stages of hiring. He also reported on a structure fire in Greeley Hill on Monday that resulted in a fatality and a burn victim, as well as one in an apartment in Mariposa last night which was successfully limited to one unit. Chief Ward also reported that Mariposa County is starting to receive Assistance by Hire funds. Supervisor Sweeney commended County Fire and Code Compliance on work that they have been doing in the north county.

F. Public Comment on Non-Agenda Items

Jonathan Farrington/Yosemite - Mariposa County Tourism Bureau noted appreciation for the support given and spoken during last week's budget hearing, and discussed their hopes of receiving a higher contribution. He noted the $50,000 last year was primarily for support of nonprofits and events, as well as emergency communications. He discussed the Tourism Business Improvement District (TBID) tax, noting the limitations in the way those revenues can be used; and advised that the TBID does not allow them to support the county at large, while the County's contribution does.

Elnora George briefed the Board on issues with unmaintained cattle guards and the problems they have created with escaped cattle, as well as the danger they present. She also requested that something be done about them.

Danette Toso noted speaking to the Board in March about a growing junkyard on Bear Valley Road and advised that it has gotten larger and now has at least four RVs with people living in them. She also expressed concern regarding where all of that sewage is going, noting that it can be neither legal or safe; and inquired if anyone has seen it. Supervisor Long noted that he drove past it. Ms. Toso noted that her husband is an Ag Appraiser, and they are watching their property value drop, as more junk accumulates.

Marvin Wells inquired if battery operated weed eaters and chain saws could be used. Chief Ward responding that there is nothing to regulate that, but advised that it

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is the turning parts and blades that are the concern as they can strike something and cause a spark.

Recessed Board of Supervisors

9:52 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

9:53 AM Chair Long convened the Local Transportation Commission (LTC) with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-20**

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

Shannon Hansen/Deputy Public Works Director gave the staff report, and recommended the adoption of Option B since there was not input at the Social Services Transit Advisory public hearing on the subject.

During public comment, Lorraine Freeman recounted issues in getting transportation for her 87 year old mother in an assisted living facility, noting that they are not obligated to provide transportation and that Mari-Go Transport told her it would be two months before they could schedule a ride. Ms. Freeman noted that her mother has been sitting for 6 weeks while they have tried to find some kind of transportation with a wheelchair lift.

Supervisor Sweeney inquired if Shannon Gadd could address some of the concerns. Ms. Gadd expressed her distress at the situation; noted that they need to do better; advised that she has asked Michael Cornwell, her Deputy Director of Administration, to take the lead on this issue; and requested that Ms. Freeman contact her at 966-2000. Ms. Gadd also noted that her feeling is that there may be some confusion by staff as to what they can and cannot do. In response to an inquiry from Supervisor Sweeney, Ms. Gadd noted that we are not able to meet the unmet needs, and stated that they need to take a comprehensive look at everything as she is not sure of the role of Public Works in this. Supervisor Smallcombe and Ms. Gadd discussed HHSA's presence in the Coulterville area and its desire to expand its capacity through telehealth options. Ms. Gadd discussed the Broadway office noting that it does not see a lot of foot traffic.

Shannon Hansen noted that given this input, she is changing her

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recommendation from Option B to Option D, which will continue the public hearing.

Supervisor Menetrey noted that the agenda item has a flow chart which shows how needs or unmet needs are determined and reasonable to meet, and which lays out how Public Works comes to their conclusions.

ACTION:
The resolution was adopted with Option D, which continues the public hearing.

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

2. **Public Works** **LTC-2021-21**

Appoint Debra Barcellos as the Social Service Provider for Disabled Representative to the Social Services Transportation Advisory Council (SSTAC) for a Three (3) Year Term Ending June 22, 2024

Shannon Hansen gave the staff report. No public input.

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

Adjourn LTC

10:12 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

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

H. Regular Agenda Items

1. **Building** **(ID # 11869)**

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending Chapter 15.10 of the Mariposa County Code", Amending Chapter 15.10, Sections 040, 080, 100, 110, 130, 150, 160, 180, 190, and 200 of the Building and Construction Code to Clarify the Intent of the Adoption of the Codes

Steven W. Dahlem/County Counsel put the item forward as submitted. No public comment.

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RESULT: **INTRODUCED [UNANIMOUS] Next: 7/6/2021 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Administration** **RES-2021-374**

Approve a Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Administration Budget to Cover Unanticipated Expenses for the Grand Jury Budget ($2,000) 4/5ths Vote Required

Dallin Kimble gave the staff report. No public comment.

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

3. **Administration** **RES-2021-375**

Approve a Memorandum of Understanding with the Golden State Finance Authority (GSFA) for a Countywide Broadband Plan; and Authorize the Board of Supervisors Chair to Sign the Memorandum

Dallin Kimble gave the staff report. Board clarification and discussion ensued regarding how this plan will work with the five county broadband road map, and in what ways private companies could participate. During public comment, Debbie Peters/Sierratel advised that Sierratel applied for a $40.2 million loan to build out their network, and that they stand read to assist the County in any way that they can.

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

Recess

10:28 AM Chair Long recessed the meeting for a brief break and reconvened at 10:35 AM.

4. **Administration** **RES-2021-376**

Approve a Loan Agreement with the California Energy Commission for an Energy Conservation Assistance Act (ECAA) Loan in the Amount of $2,838,826; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Supporting Documents (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave the staff report. Discussion ensued regarding the ability to

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prepay the loan. County Counsel noted that Exhibit A, on agenda packet page 615, section 6 states borrower shall have the right to prepay any part. No public comment.

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

5. **Administration RES-2021-377**

Appoint Debra Willis as Interim Building Director Effective July 1, 2021 at a Salary of $10,672 Per Month

Dallin Kimble gave the staff report,. No public comment.

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

6. **Administration RES-2021-378**

Adopt a Resolution of Intention to Purchase the Real Property Identified as 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing with a Purchase Price of $250,000

Dallin Kimble gave the staff report, noting that purchasing property requires a resolution of intention that is noticed to the public for 21 days before the Board can consider the actual purchase. Shannon Gadd shared an anecdote regarding a foster family and the need for housing, and discussed the need for area affordable housing. Board discussion ensued regarding what appraisals, inspections, and other due diligence was being undertaken. No public comment. Supervisor Long expressed concerns regarding additional expenses that may occur given the age and condition of the property. Mr. Kimble noted that houses in the town area sell for about $400,000, while plots of land in the town area sell for about $250,000. Supervisor Forsythe echoed the concerns. Ms. Gadd noted that she is not interested in putting a family into a substandard house. Supervisor Long urged caution and noted that this item is just to adopt a resolution of intention to purchase, and that the board is not approving a purchase at this point.

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

I. Items removed from Consent Agenda

None.

J. Board Information

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Information received.

K. Closed Session

1. **Administration (ID # 11892)**

CLOSED SESSION: Public Employment: Agricultural Commissioner / Sealer of Weights & Measures

No public input.

RESULT: CLOSED SESSION HELD

Recess

11:17 AM Chair Long moved the meeting into Closed Session.

Reconvene and Report Out

11:29 AM Chair Long reported that Information was Received and Direction was Given during the Closed Session.

L. Adjournment

11:29 AM Chair Long adjourned the meeting in memory of Jimmie Diaz, Bobby Ball, Leon Huffman, Susanna Mascarenas, and Barbara Kohles.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

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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

June 23, 2021

SPECIAL MEETING

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Regular Agenda

1. **Board of Supervisors (ID # 11927)**

Conduct a Public Study Session/Workshop with the John C. Fremont Healthcare District Board of Directors

10:01 AM Chair Long opened the study session and moved the Board to the floor for the workshop.

Candy O'Donel-Browne/John C. Fremont Healthcare District Board Chair along with Dallin Kimble/ County Administrative Officer facilitated the study session. Mrs. O'Donel-Browne opened for public comment. No public comment received. The floor then turned to Drew Silvia/ Assistant Superintendent Mariposa County Unified School District who gave a presentation on the Mobile Health Care Unit. Discussion ensued.

Mr. Kimble turned the floor over to Matthew Matthiessen/John C. Fremont Healthcare District Chief Executive Officer to provide an update on the COVID-19 Protocols at the Hospital, the Construction of the new Hospital and an update on the North Side Clinic. Discussion ensued. During discussion, Mr. Matthiessen turned the floor to Suzette Prue to give an update on the "Citizens to Save the

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Hospital" group that was formed to help get the previously failed Measure M passed. Mr. Kimble opened the floor for any other updates. Supervisor Smallcombe gave an update on the broadband effort that was taking place. Mr. Matthiessen thanked Supervisor Forsythe for coming to their first 100th Birthday celebration that has been held since COVID-19 for a resident of the Ewing. He also wanted to highlight the work the Hospital staff in the Skilled Nursing Facility (SNF) and Ewing did during COVID-19 as none of their patients contracted COVID-19. Being 1 of 64 facilities in the Nation who did not have an outbreak. Mrs. O'Donel-Browne expressed her thanks to the County for their efforts in rolling out the vaccine and how well planned and safe the facility was.

10:58 AM The study session concluded and Candy O'Donel-Browne adjourned the previously convened John C. Fremont Healthcare District Board of Directors meeting.

RESULT: WORKSHOP HELD

D. Adjournment

10:59 AM Chair Long adjourned the meeting after asking if there was any further public comment on the study session. No public comment received.

Respectfully submitted,

DANIELLE BONDSHU
Deputy Clerk of the Board II

MARSHALL LONG
Chair, Board of Supervisors

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MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-384

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Mariposa Preschool Cooperative Lease Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement with Mariposa Preschool Cooperative, a California Non-Profit Corporation, for use of the Woodland Community Building for Fiscal Year 2021/2022; and authorize the Board of Supervisors Chair to sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has authorized the Mariposa Preschool Cooperative to lease the Woodland Community Building for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to renew this Lease Agreement then the Mariposa Preschool Cooperative would need to seek a different location for its' preschool.

FINANCIAL IMPACT:
Funding received from the rent of the Woodland Community Building is budgeted in the Facility Maintenance budget.

ATTACHMENTS:
Mariposa Preschool Coop Lease(PDF)

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

REF ID# 11931

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, 2021, by and between the County of Mariposa, hereinafter called **LESSOR**, and Mariposa Preschool Cooperative, hereinafter called **LESSEE**.

WITNESSETH

WHEREAS, the **LESSOR** owns real property located in the County of Mariposa commonly known as Woodland Community Hall; and

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

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

1. **PREMISES:** The leased **PREMISES** is the real property located at 3415 Woodland Drive, in the County of Mariposa, commonly known as Woodland Community Hall.

2. **CONSIDERATION/TERM:** For and in consideration of Three Hundred Twenty-Five Dollars ($325.00) per month, which includes routine water testing, **LESSOR** agrees to lease the real property described above for the 2021-2022 school year, which commences in August 2021 and concludes in June 2022. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a preschool. **LESSEE** hereby warrants that it is a legally licensed school daycare center operation, licensed by the State of California.

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

4. **COMPLIANCE WITH LAW:** As required by California Civil Code section 1938, Lessor represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

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

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

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

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

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

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

10. **POSSESSORY INTEREST: LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

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

A. Minimum Scope And Limit Of Insurance

Coverage shall be at least as broad as:

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

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

(3) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If **LESSEE** 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. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **COUNTY**.

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

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 **LESSEE** 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 **LESSEE**'s insurance at (least as broad as ISO Form CG 20 10.

(2) Primary Coverage: For any claims related to this contract, the **LESSEE**'s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 **LESSEE**'s insurance and shall not contribute with it.

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

(4) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of **COUNTY** by virtue of the payment of any loss under such insurance. **LESSEE** 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) 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**.

(6) Self-Insured Retentions: Self-insured retentions must be declared to and approved by **COUNTY**. At the option of **COUNTY**, either: **LESSEE** shall obtain coverage to reduce or eliminate such self-insured retentions as respects **COUNTY**, its officers, officials, employees, and volunteers; or **LESSEE** shall provide a financial guarantee satisfactory to **COUNTY** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **COUNTY**.

(7) Verification of Coverage: **LESSEE** shall furnish **COUNTY** with original certificates and amendatory endorsements or copies of the applicable policy language

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

providing the insurance coverage required above. 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 the **LESSEE**'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) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of any right to subrogation which any insurer of said **LESSEE** may acquire against **COUNTY** by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not **COUNTY** has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

15. **TERMINATION PRIOR TO EXPIRATION:**

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

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

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

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

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

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

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

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to **LESSEE** at 3415 Woodland Drive, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to the County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

same or other condition or covenant.

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

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

LESSOR:

Marshall Long, Chair
Mariposa County Board of Supervisors

LESSEE:

Jacki J Lee, President

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Mariposa Preschool Coop Lease (RES-2021-384 : Mariposa Preschool Cooperative Lease Agreement)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2021-385

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Ratify a Letter of Support for Disaster Recovery Consultants

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RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter in Support of Disaster Recovery Consultants Application for the Pacific Gas and Electric (PG&E) Better Together Resilient Communities Grant.

Disaster Recovery Consultants is in the process of submitting a grant to PG&E at the end of June to implement Wildfire Disaster Training for five identified counties. The counties are Tulare; Tuolumne; Mariposa; El Dorado; and Nevada.

This letter falls within the boundaries of our legislative platform. It also meets the below guidelines of the Community Wildfire Protection Plan's (CWPP) Part 4: Action Plan and Implementation:

3) Initiate streamlined development review process for fire mitigation.

6) Update existing fuel treatments.

7) Provide information on PSPS for homeowners.

8) Engage with local WUI communities to develop or update local CWPPs

9) Engage with local WUI communities and partner agencies to develop community specific evacuation pre-plans.

13) Support local WUI communities in wildfire preparedness and mitigation activites, such as recognition programs and annual clean up days.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:
Letter for Disaster Recovery Consultants (PDF)

REF ID# 11956

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... TOM SWEENEY
District 3 ..... MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

June 25, 2021

Ed Ellis
Disaster Recovery Consultants
3965 Bethel Rd SE,
Suite 1, Box 369,
Port Orchard, WA 98366

Re: PG&E Better Together Resilient Communities Grant Application

Dear Mr. Ellis:

Mariposa County is looking forward to working with you and your partners to conduct training workshops for wildfire preparedness, resilience and recovery.

We understand that your non-profit organization, Disaster Recovery Consultants, is pursuing funding from the PG&E Better Together Resilient Communities Grant to provide this training through online sessions and a full-day workshop in our community. At this workshop, you will be inviting speakers from federal, state, and non-profit organizations to provide materials and training activities, that may include (but not limited to) the following topics:

- Guidelines for ignition-resistant building methods and defensible space
- Preparing for short-term housing solutions in the event of a disaster
- Confirming damage estimates with FEMA, CalOES and CALFIRE
- Navigating FEMA's Individual Assistance Program, including appeals processes and case management
- Conducting unmet needs assessments aligned with state and federal recovery programs

This letter serves as our commitment to work with you as an active partner. This includes helping to identify the appropriate stakeholders who should receive training within the county and working with you to coordinate the onsite workshop.

We understand the risk our communities face in experiencing a wildfire disaster, and we would appreciate additional technical assistance, training and resources to prepare our residents.

Sincerely,

Marshall Long, Chair
Mariposa County Board of Supervisors

Attachment: Letter for Disaster Recovery Consultants (RES-2021-385 : Ratify a Letter of Support for Disaster Recovery Consultants)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-386

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action for Revenue and Appropriations in the Housing Grants Fund 335

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Housing Grants Fund Budget for Revenue to be Received Under the New Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) ($68,440).

This Budget Action establishes the initial budget for the activities in Mariposa County related to Emergency Solutions Grant Corona Virus (ESG-CV) for homeless housing received by the four-county region. The Health and Human Services Agency (HHSA) will use the funding to provide expanded Outreach, Rapid Rehousing, and Emergency Shelter to serve individuals with high needs for care. Under the ESG-CV program, funds are provided through a one-time block grant that must be used to address immediate emergency needs of individuals experiencing homelessness and individuals at imminent risk of homelessness through a variety of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors approved the Subcontractor Agreement to perform emergency homeless housing activities by Resolution No. 2021-204 on April 20, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Health and Human Services Agency will be unable to fully serve county residents who need housing assistance. This would result in forfeiture of $68,440 in FY20-21 funding available to Mariposa County residents.

FINANCIAL IMPACT:
This Budget Action establishes the Fund 335 budget for the new ESG-CV grant. There is no impact to the County General Fund.

ATTACHMENTS:
ESG-CV Fund 335 Budget Action FY2021 (PDF)

REF ID# 11909

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
335	0514-308	29-01	CSBG/CALA/MPSA MISC REV	(68,440)	
335	0514-941	01-36	PROGRAM SPECIALIST	29,444	
335	0514-941	01-69	PROGRAM ASSISTANT I/II	1,012	
335	0514-941	01-88	ACCOUNT TECH I/II	191	
335	0514-941	02-30	OVERTIME	5	
335	0514-941	02-34	FLSA ADJUST	5	
335	0514-941	02-35	Monthly Longevity	308	
335	0514-941	02-39	EXTRA STRAIGHT TIME HOURS	5	
335	0514-941	02-45	OUT OF CLASS PAY	694	
335	0514-941	03-10	Social Security	1,732	
335	0514-941	03-11	Medicare	408	
335	0514-941	03-13	Medical/Dental/Vision	8,211	
335	0514-941	03-14	Retirement - Employer	3,389	
335	0514-941	03-17	Life Insurance	16	
335	0514-941	03-18	SDI	373	
335	0514-941	03-19	Cash - Cafeteria Plan	23	
335	0514-941	04-18	PROFESSIONAL SERVICES	16,335	
335	0514-941	04-34	CLIENT SERVICES	3,721	
335	0514-941	09-10	TRANSFER OUT TO HUMAN SERV ADI	2,570	
		ESG-CV Fund 335 Budget Action FY2021			
TRANSFER BETWEEN FUNDS					
				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.

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: ESG-CV Fund 335 Budget Action FY2021 (RES-2021-386 : Budget Action for Revenue and Appropriations in the Housing Grants

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-387

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action to Balance HHSA Budgets for FY 20-21 Year End

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RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Recognizing Unanticipated Revenue and Transferring Funds within the Various Health and Human Services Budgets for Fiscal Year 2020-2021 Year End Balancing Adjustments ($434,600)

BACKGROUND AND HISTORY OF BOARD ACTIONS:
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 these budget actions are not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY 20-21 year end.

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

ATTACHMENTS:
Budget Action MT #11924 (PDF)

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

REF ID# 11924

MT # 11924

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0501	308-11.00	Miscellaneous Revenue		(65,400)	
001	0501	309-16.94	Transfer in Realignment		(434,600)	
001	0501	661-04.19	Adult Protective Services		150,000	
001	0501	661.04-23	CAPIT		50,000	
001	0501	661.04-36	CWS Direct Client Services		100,000	
001	0501	661.04-39	ILS Programs		50,000	
001	0501	661.04-62	County Only Expense		150,000	
394	0523	660.07-87	Transfer out Realignment		434,600	
394	0523	660.04-16	Miscellaneous Expense			434,600
				TOTALS	434,600	434,600

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION Adjust budgets to allow for year end expenditures

DEPT HEAD SIGNATURE [signature] DATE 9-22-21

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Health and Human Services

AUDITOR'S USE ONLY
BA #

t Revision Form Revised 0

Attachment: Budget Action MT #11924 (RES-2021-387 : Budget Action to Balance HHSA Budgets for FY 20-21 Year End)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-388

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Agreement with Biobot Analytics, Inc for COVID Wastewater Samples Testing

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RECOMMENDATION AND JUSTIFICATION
Approve an Agreement with Biobot Analytics, Inc to provide wastewater epidemiology services for an amount not to exceed $60,840; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Biobot Analytics, Inc specializes in sample collection and analysis of wastewater facilities or other agreed upon locations and will collaborate with the Health Services division within County of Mariposa Health and Human Services Agency (HHSA) to implement programs for designated work sites that require such services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the most recent agreement with Biobot Analytics on November 17, 2020 through Resolution No. 2020-677.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to approve the agreement would make it extremely difficult for HHSA to meet environmental health laws and aid in public health research regarding COVID-19.

FINANCIAL IMPACT:
Revenue and corresponding appropriations are included in the HHSA Fiscal Year 2021 - 2022 Budget.

ATTACHMENTS:
Mariposa County-Biobot Master Agreementv3 - June 11 2021 (PDF)

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

REF ID# 11912

Attachment: Mariposa County-Biobot Master Agreementv3 - June 11 2021 (RES-2021-388 : Approval of Agreement with Biobot Analytics, Inc for

BIOBOT WASTEWATER EPIDEMIOLOGY MASTER SERVICES AGREEMENT

This **BIOBOT WASTEWATER EPIDEMIOLOGY MASTER SERVICES AGREEMENT** ("**Agreement**") is entered into as of [COMPLETE], 2021 ("**Effective Date**") by and between **BIOBOT ANALYTICS, INC.** ("**Biobot**") and [Mariposa County Health & Human Services Agency]("**Customer**") for the purpose of analyzing various targets in wastewater samples collected by or on behalf of Customer. The intent of the work will be to assist the Customer in understanding the presence of various human health indicators that are excreted in urine and stool, and inform rapid public health decision-making.

1. PROJECT ENGAGEMENT

1.1 Statements of Work. All services to be performed by Biobot under this Agreement (the "**Services**") will be covered by one or more statements of work mutually agreed to in writing by the parties (each, an "**SOW**"). Pursuant to this Agreement, Biobot agrees to provide the Services as specified in the applicable SOW. SOW No. 1, which covers the Services that have been agreed upon by the parties as of the Effective Date, is attached as Exhibit A. The Parties may from time to time agree on additional SOWs, which will be substantially in the form attached hereto as Exhibit B for additional Services. All SOWs will be subject to the terms and conditions of this Agreement and will be considered part of this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Agreement shall govern and control, unless the SOW expressly states otherwise.

1.2 Sample Collection and Analysis. Biobot agrees to deliver to Customer the wastewater collection protocols and Equipment (as defined below) as specified in the applicable SOW. Customer agrees to collect and provide wastewater samples from Customer's wastewater treatment facilities or other agreed upon locations in the amounts, on the schedule, and in the containers specified in the applicable SOW. Customer agrees to collect the samples in accordance with all applicable laws and in the manner reasonably directed by Biobot, including using any equipment and kits Biobot provides or directs Customer to use (collectively, "**Equipment**"). Biobot may retain duplicates of all samples received from Customer as backup samples and for Biobot's internal research and development purposes. Customer acknowledges that Biobot is unable to return any wastewater samples or duplicates to Customer. Subject to Biobot receiving samples from Customer in accordance with the specifications and on the schedule described in the applicable SOW, Biobot will analyze the samples and provide reports (the "**Reports**") as specified in the applicable SOW.

1.3 Publication. Customer acknowledges the public health benefits of Biobot being able to share data with other entities. Therefore, so long as (a) Customer is not identified as a source of any specific data, and (b) the data and Reports provided by Biobot to other communities or government agencies, or in any publications, are aggregated at the state or province level or greater population metric, Customer agrees that Biobot may publish such data and reports in its reasonable judgment for any purpose, including in scientific publications.

1.4 Publicity. Customer agrees that Biobot may identify Customer, the county in which Customer resides (if applicable), and any facility participating under this Agreement as a client of Biobot, provided that Biobot agrees not to publicize the Reports associated with Customer without Customer's prior consent.

2. FEES

2.1 Payment. In consideration of the Services performed pursuant to a particular SOW, Customer will pay Biobot the fees specified in such SOW (the "**Fees**"), subject to this Section 2. All payments shall be made in full within thirty (30) days of date of invoice, without offset or deduction of any kind. If any payment due from Customer under this Agreement becomes more than thirty (30) days past due, Biobot may charge Customer a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month, compounded monthly, or (b) the maximum rate permitted under applicable law on the past due balance.

2.2 Taxes. The Fees are exclusive of taxes, and Customer is responsible for all applicable taxes other than taxes on Biobot's net income.

3. OWNERSHIP

3.1 Data. As between the parties, subject to the provisions herein, Customer and Biobot will jointly own all right, title, and interest in and to the data related to and resulting from Biobot's processing the samples (the

"**Data**"), including all intellectual property rights and related proprietary rights therein, without rights of accounting. Neither party shall be entitled to share in any profits earned by the other party in its use of the data. The parties acknowledge and agree that Biobot shall be permitted to use the Data in any manner, without restriction.

3.2 Reports. Customer will own all Reports prepared for Customer by Biobot. Notwithstanding the foregoing, Customer acknowledges that Biobot may use any insights and analysis learned by Biobot from preparing and generating the Reports, including benchmarking data, for any purpose; provided that Biobot does not identify Customer as the source of such insights or any other Data without Customer's prior approval.

4. CONFIDENTIALITY. EACH PARTY AGREES IT WILL MAINTAIN IN CONFIDENCE AND NOT TO USE EXCEPT AS PERMITTED BY THIS AGREEMENT ANY CONFIDENTIAL INFORMATION DISCLOSED TO IT BY THE OTHER PARTY. "**CONFIDENTIAL INFORMATION**" MEANS ANY TECHNICAL AND NON-TECHNICAL DATA OR INFORMATION, IN ORAL, WRITTEN, GRAPHIC OR ELECTRONIC FORM, THAT IS EITHER INDICATED TO BE THE PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY, OR WHICH, BY ITS NATURE, THE RECEIVING PARTY WOULD REASONABLY DEEM TO BE CONFIDENTIAL. THE OBLIGATIONS OF CONFIDENTIALITY CONTAINED IN THIS SECTION 4 WILL NOT APPLY TO THE EXTENT THAT IT CAN BE ESTABLISHED BY THE RECEIVING PARTY THAT THE CONFIDENTIAL INFORMATION: (A) WAS ALREADY KNOWN TO THE RECEIVING PARTY, OTHER THAN UNDER AN OBLIGATION OF CONFIDENTIALITY, AT THE TIME OF DISCLOSURE; (B) WAS GENERALLY AVAILABLE TO THE PUBLIC OR OTHERWISE PART OF THE PUBLIC DOMAIN AT THE TIME OF ITS DISCLOSURE; (C) BECAME GENERALLY AVAILABLE TO THE PUBLIC OR OTHERWISE PART OF THE PUBLIC DOMAIN AFTER ITS DISCLOSURE AND OTHER THAN THROUGH ANY ACT OR OMISSION OF THE RECEIVING PARTY; OR (D) WAS DEVELOPED INDEPENDENTLY BY THE RECEIVING PARTY WITHOUT ANY USE OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION. ANY RESTRICTIONS ON DISCLOSURE OF DATA OR REPORTS WILL NOT APPLY TO INFORMATION THAT IS REQUIRED TO BE DISCLOSED BY A COURT, APPLICABLE PUBLIC RECORDS LAWS OR REGULATIONS, OR GOVERNMENT AGENCY OR REGULATORY REQUIREMENTS. NOTWITHSTANDING THE FOREGOING, EACH PARTY ACKNOWLEDGES THAT THE RAW DATA COLLECTED FROM THE SAMPLES DOES NOT REPRESENT THE CONFIDENTIAL INFORMATION OF EITHER PARTY.

5. WARRANTIES; WARRANTY DISCLAIMER

5.1 Representations. Each party represents and warrants to the other party that (a) such party has the required operational power, right, and authority to enter into this Agreement and perform its obligations hereunder, (b) such party will comply with all applicable laws and regulations with respect to its activities under this Agreement, (c) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (d) this Agreement constitutes a legal, valid, and binding obligation of such party. Customer represents and warrants that it will not use the Equipment or the Reports for any purpose other than as set forth in this Agreement. Biobot represents and warrants that: (i) it will use commercially reasonable efforts to perform the Services in a workman-like manner consistent with industry standards and protocols and (ii) the Services provided will meet the specifications set forth in the applicable documentation provided by Biobot. If, through no fault or delay of Customer, the Services do not materially conform to the foregoing warranty and Customer provides Biobot with written notice within thirty (30) days of Biobot's performance of the Services, Customer's sole and exclusive remedy will be for Biobot to re-perform the nonconforming portions of the Services.

5.2 Disclaimer. WITHOUT LIMITING THE FOREGOING, BIOBOT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BIOBOT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER, OR TO ANY PERSON CLAIMING THROUGH OR UNDER THE OTHER, FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN

Attachment: Mariposa County-Biobot Master Agreementv3 - June 11 2021 (RES-2021-388 : Approval of Agreement with Biobot Analytics, Inc for

Attachment: Mariposa County-Biobot Master Agreementv3 - June 11 2021 (RES-2021-388 : Approval of Agreement with Biobot Analytics, Inc for

CONTRACT, IN TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. INSURANCE. DURING THE TERM OF THIS AGREEMENT, BIOBOT AGREES TO MAINTAIN INSURANCE COVERAGE AT ITS OWN EXPENSE AS PROVIDED IN THIS PARAGRAPH AND, IF REQUESTED IN WRITING, SHALL DELIVER CERTIFICATES OF INSURANCE IN A FORM SATISFACTORY TO CUSTOMER BEFORE COMMENCING ANY WORK UNDER THIS AGREEMENT. POLICIES SHALL BE WRITTEN SO AS TO INCLUDE A PROVISION THAT THE POLICY WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED WITHOUT AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE EXCEPT FOR NONPAYMENT AS REQUIRED BY LAW. AT LEAST TWO (2) WEEKS PRIOR TO THE EXPIRATION OF ANY POLICY REQUIRED UNDER THIS AGREEMENT, EVIDENCE OF RENEWAL OR REPLACEMENT OF POLICIES OF INSURANCE WITH TERMS NO LESS FAVORABLE TO CUSTOMER THAN THE EXPIRING POLICIES SHALL BE DELIVERED TO CUSTOMER IN THE MANNER REQUIRED FOR SERVICE OF NOTICE UNDER THE CONTRACT. THE INSURANCE POLICIES REQUIRED UNDER THIS AGREEMENT SHALL CONTAIN CUSTOMARY TERMS GENERALLY AVAILABLE IN THE MARKETPLACE AT THE TIME COVERAGE IS PROCURED AND SHALL BE:

(a) A professional liability policy (errors and omissions) in the amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate.

(b) Workers' Compensation coverage for the life of this Agreement for the benefit of employees required to be covered by the applicable workers' compensation law.

(c) General Liability Insurance with limits of no less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

8. TERM; TERMINATION

8.1 Term. This Agreement will commence as of the Effective Date and, unless sooner terminated as provided in Section 9, will remain in effect for 6 months unless otherwise specified in the SOW (the "**Term**").

8.2 Termination Without Cause. This Agreement may be terminated without cause by either party upon sixty (60) days' written notice to the other party.

8.3 Termination for Cause. This Agreement may be terminated by either party upon written notice to the other party if the other party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days from the date of such written notice.

8.4 Effects of Termination.

(a) In the event of termination of any SOW for the convenience of Customer or by reason of a material breach of the Agreement or a SOW by Customer, Biobot shall be paid that portion of its fees and expenses that it has earned hereunder to the date of termination, plus a repayment of any Discount granted to Customer.

(b) In the event of termination by reason of a material breach of a SOW by Biobot, Biobot shall be paid that portion of its fees and expenses that it has earned to the date of termination.

8.5 Survival. In the event of termination or upon expiration of this Agreement, Sections 1.3, 1.4, 2, 3, 4 (for a period of two years), 5.2, 6, 7, 9.4, and 10 hereof will survive and continue in full force and effect.

9. MISCELLANEOUS. NO LICENSES UNDER ANY INTELLECTUAL PROPERTY RIGHTS ARE GRANTED UNDER THIS AGREEMENT AND ALL RIGHTS ARE RESERVED. NEITHER PARTY WILL BE HELD RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE OF THIS AGREEMENT CAUSED BY ANY EVENTS BEYOND THE REASONABLE CONTROL OF THAT PARTY. THE RELATIONSHIP OF THE PARTIES CREATED BY THIS AGREEMENT IS THAT OF INDEPENDENT CONTRACTORS AND NOT THAT OF EMPLOYER/EMPLOYEE, PRINCIPAL/AGENT, PARTNERSHIP, JOINT VENTURE, OR REPRESENTATIVE OF THE OTHER. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. IN THE EVENT ANY PROVISION OF THIS AGREEMENT

IS HELD BY A PROPER AUTHORITY TO BE PROHIBITED BY LAW OR UNENFORCEABLE, SUCH PROVISION SHALL BE AMENDED AND INTERPRETED TO ACCOMPLISH THE OBJECTIVES OF SUCH PROVISION TO THE GREATEST EXTENT POSSIBLE UNDER APPLICABLE LAW, AND THE REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE AND EFFECT. NEITHER PARTY MAY ASSIGN THIS AGREEMENT OR ITS RIGHTS HEREUNDER, IN WHOLE OR IN PART, BY OPERATION OF LAW OR OTHERWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, SUCH CONSENT NOT TO BE UNREASONABLY CONDITIONED OR WITHHELD. NOTWITHSTANDING THE FOREGOING, BIOBOT MAY ASSIGN THIS AGREEMENT AND ITS RIGHTS HEREUNDER TO ANY AFFILIATE OR SUCCESSOR IN INTEREST WITHOUT CUSTOMER'S PRIOR WRITTEN CONSENT. ALL NOTICES, CONSENTS, AND APPROVALS UNDER THIS AGREEMENT MUST BE DELIVERED IN WRITING BY COURIER, OR BY CERTIFIED OR REGISTERED MAIL (POSTAGE PREPAID AND RETURN RECEIPT REQUESTED), TO THE OTHER PARTY AT THE ADDRESS SET FORTH BELOW, AND WILL BE EFFECTIVE UPON RECEIPT OR THREE BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL AS REQUIRED ABOVE, WHICHEVER OCCURS SOONER. EITHER PARTY MAY CHANGE ITS ADDRESS BY GIVING NOTICE OF THE NEW ADDRESS TO THE OTHER PARTY IN ACCORDANCE WITH THE FOREGOING. WAIVER OF ANY BREACH OR FAILURE TO ENFORCE ANY TERM OF THIS AGREEMENT WILL NOT BE DEEMED A WAIVER OF ANY BREACH OR RIGHT TO ENFORCE WHICH MAY THEREAFTER OCCUR. THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN MUTUAL CONSENT OF THE PARTIES. HEADINGS USED IN THIS AGREEMENT ARE INTENDED FOR CONVENIENCE OF REFERENCE ONLY AND SHALL NOT CONTROL OR AFFECT THE MEANING OR CONSTRUCTION OF ANY PROVISION OF THIS AGREEMENT. THIS AGREEMENT WILL BE CONSTRUED WITHOUT REGARD TO ANY PRESUMPTION OR RULE REQUIRING CONSTRUCTION OR INTERPRETATION AGAINST THE PARTY DRAFTING AN INSTRUMENT OR CAUSING AN INSTRUMENT TO BE DRAFTED. AS USED IN THIS AGREEMENT, THE WORDS "INCLUDE" AND "INCLUDING" AND VARIATIONS THEREOF WILL NOT BE DEEMED TO BE TERMS OF LIMITATION, BUT RATHER WILL BE DEEMED TO BE FOLLOWED BY THE WORDS "WITHOUT LIMITATION." THIS AGREEMENT CONTAINS THE FINAL, COMPLETE, AND EXCLUSIVE AGREEMENT OF THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS AND AGREEMENTS RELATING TO ITS SUBJECT MATTER. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL BE DEEMED TO BE ONE AND THE SAME AGREEMENT. A SIGNED COPY OF THIS AGREEMENT DELIVERED BY FACSIMILE, E-MAIL OR OTHER MEANS OF ELECTRONIC TRANSMISSION (TO WHICH A PDF COPY IS ATTACHED) SHALL BE DEEMED TO HAVE THE SAME LEGAL EFFECT AS DELIVERY OF AN ORIGINAL SIGNED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

BIOBOT ANALYTICS, INC.

By: _____

Name: Newsha Ghaeli
President and Co-Founder
Address: 501 Massachusetts Ave
Cambridge, MA 02139

Date:_____

CUSTOMER

By:_____

Name: Marshall Long
Chair, Board of Supervisors
Address: P.O. Box 99
Mariposa, CA 95338

Date:_____

1.

Attachment: Mariposa County-Biobot Master Agreementv3 - June 11 2021 (RES-2021-388 : Approval of Agreement with Biobot Analytics, Inc for

Attachment: Mariposa County-Biobot Master Agreementv3 - June 11 2021 (RES-2021-388 : Approval of Agreement with Biobot Analytics, Inc for

2. Exhibit A

SOW No. 1

1. Project Term: 26 Weeks
2. Scope of Services:
    a. Program Design:
        i. Develop sampling program
    b. Wastewater Sample Collection Kits: 78
    c. Lab Analysis:
        i. Laboratory analysis, continuously updated and optimized
        ii. Analysis of SARS-CoV-2 RNA fragments run with positive control, negative control, and internal control for Quality Control purposes
    d. Data Analysis:
        i. Quantitative analysis of raw SARS-CoV-2 concentration in samples
        ii. Quantitative analysis of SARS-CoV-2 concentration normalized to internal control (normalized SARS-CoV-2 concentration)
        iii. Temporal trend analysis using normalized SARS-CoV-2 concentration
        iv. Contextualizing results with the temporal trend of reported cases in the respective county
    e. Data Interpretation and Communication:
        i. Support with data interpretation and communication to key stakeholders and the press (as requested)
        ii. Weekly webinar with Biobot and participating treatment facilities, and other customers
3. Reports:
    a. Content:
        i. A quantitative measurement of the virus concentration in wastewater sample
        ii. Analysis of the viral load standardized to a fecal biomarker
        iii. Time series of wastewater-based normalized SARS-CoV-2 concentration
        iv. Time series of reported clinical cases in the county averaged over 7 days
        v. Estimate of Covid-19 cases corresponding to the measured virus concentration [Community+ only]
        vi. Contextualization of results with entire Biobot dataset and regional overviews of average concentrations [Community+ only]

b. Report delivery: Reports will be provided within 1 business day after the samples(s) are received by Biobot.

4. Fees:

The total cost for this Program that will last 26 weeks is $60,840. Customer agrees to pay Biobot $780 per sample analysed by Biobot for 78 samples.

Attachment: Mariposa County-Biobot Master Agreementv3 - June 11 2021 (RES-2021-388 : Approval of Agreement with Biobot Analytics, Inc for

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-389

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Understanding with County of Madera - Temporary Health Officer

---

RECOMMENDATION AND JUSTIFICATION:
Approve Memorandum of Understanding with the County of Madera to provide reciprocal coverage of Health Officer duties when the other Health Officer is temporarily unavailable; and Authorize the Board of Supervisors Chair to sign the Memorandum of Understanding.

The Health Officer of either of the Counties may be requested by the other County's Board of Supervisor, County Administrative Officer, or other authorized person to carry out functions of the Requesting County's Health Officer when the Requesting County's Health officer is temporarily unavailable. Under the terms of the Memorandum of Understanding (MOU), the Providing County will only receive reimbursement or payment of costs for coverage services that exceed five (5) workdays per thirty-day period.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with the County of Madera for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of the MOU may pose a dangerous risk in maintaining the continuity of essential services and expertise for both counties.

FINANCIAL IMPACT:
This agreement will be cost neutral over the long term. Over the short term, it is possible that the agreement will provide offsetting revenue for our Health Officer's hours because the Health Officer position in the County of Mariposa is filled. There is no impact to the General Fund.

ATTACHMENTS:
MOU - Madera County Health Officer (PDF)

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

MADERA COUNTY CONTRACT No. 11914-21

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MADERA AND THE COUNTY OF MARIPOSA FOR TEMPORARY HEALTH OFFICER COVERAGE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 8TH day of July, 2021, by and between the County of Madera ("Madera") and the County of Mariposa ("Mariposa").

A. California counties are required to employ a licensed physician as the County Health Officer pursuant to Health and Safety Code section 101000, who is appointed by the Board of Supervisors;

B. County Health Officers are appointed to carry out duties as prescribed in Health and Safety Code section 120100 et seq. and other applicable statutes;

C. Each County Health Officer from time to time is temporarily absent from his/her County or otherwise unavailable to carry out his/her duties as required by law;

D. Madera and Mariposa (the "Counties") desire to provide temporary Health Officer coverage for a county when its Health Officer is temporarily unavailable.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to ensure both Madera and Mariposa have continuous Health Officer coverage by allowing each County's Health Officer to provide temporary Health Officer services for the other County when a County's Health Officer is temporarily unavailable.

2. TERM

This MOU shall become effective as of the date first written above and continue until revised or revoked by the signatory parties.

3. COUNTIES RESPONSIBILITIES AND SERVICES

A. Through this MOU, the Health Officer of either of the Counties may be requested by the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is temporarily unavailable ("Coverage"). The Health Officer of the County providing Coverage is the "Covering Health Officer," and the County providing the Coverage is the "Providing County." The Covering Health Officer shall have all of

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.

B. "Temporarily Unavailable" means unable to be reached for up to five (5) weeks in any calendar year.

C. The Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's providing of Coverage that does not exceed five (5) workdays per a thirty-day period ("short-term Coverage"). Short-term Coverage provided by a Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer, who shall receive no additional remuneration therefor.

D. In the event a Providing County provides Coverage that exceeds five (5) workdays per a thirty-day period ("long-term Coverage") the Providing County shall be compensated by the Requesting County for Coverage provided, including the initial five-day period. The Providing County's hourly rates are listed in Exhibit A, "Cost Proposal." The Providing County may invoice the Requesting County monthly. The Requesting County shall pay the Providing County within thirty (30) days of receipt of an approved invoice.

E. A County or a County Health Officer who is requested by a Requesting County to provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or its Health Officer. A Covering Health Officer may cease providing Coverage to the Requesting County at any time with 24-hour notification without penalty or liability to himself/herself or the Providing County, provided that alternative coverage is provided to the Requesting County for the period previously arranged.

4. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

6. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of the Counties, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

7. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth in the Government Code and the Health and Safety Code, and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10. NO THIRD-PARTY BENEFICIARIES

Madera and Mariposa agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

11. INDEMNIFICATION

The Providing County shall indemnify, defend, and hold harmless the Requesting County from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer within the course and scope of his/her providing Coverage in the Requesting County. The Requesting County shall indemnify, defend, and hold harmless the Providing County and the Covering Health Officer from any claims or liability

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

arising or alleged to have arisen from the acts and/or omissions of the Requesting County and its officers, employees, and agents.

12. NOTICE

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

MADERA COUNTY:
Sara Bosse
Department of Public Health
County of Madera
604 Sunrise Avenue
Madera, CA 93638

MARIPOSA COUNTY:
Rene LaRoche
Clerk of the Board
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

COPY TO:
Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

13. PUBLIC RECORDS ACT

Madera and Mariposa are aware that this MOU and any documents exchanged 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 each County to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the receiving 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 MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU 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 MOU and any exhibit, the terms of this MOU shall control.

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU 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. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

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

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 Madera, State of California.

17. CAPTIONS

The captions of this MOU 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 MOU.

18. COUNTERPARTS

This MOU 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.

19. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU 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.

20. CONTROLLING LAW

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

21. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

* * * * * * * * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: _____

ACCOUNT NUMBER(S)

_____

_____

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

Exhibit A
COST PROPOSAL

The County Health Officer hourly rate is $150 per hour. Costs of this MOU will also include travel expenses, using the current federal mileage reimbursement per mile rate.

Attachment: MOU - Madera County Health Officer (RES-2021-389 : Memorandum of Understanding with County of Madera - Temporary Health

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-390

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the American Indian Council of Mariposa to provide mental health services in an amount not to exceed $118,990; 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.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous contract 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 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 2021-2022 budget. This agreement is not to exceed $118,990. 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 2022v2 (PDF)

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

REF ID# 11918

Attachment: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and 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, 2021 and terminate on June 30, 2022 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 $118,990. 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: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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:
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

Attachment: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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,

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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.

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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

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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: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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	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: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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.

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

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

III. EXPECTED OUTCOMES

Attachment: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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
Severely Emotionally Disturbed Sessions	0-17	84
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 on clients and session frequency 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 May. Reports will be submitted and contain information for the period consistent with this agreement**.**

- Mi Wu Mati agrees to provide monthly fiscal reports/invoices to County for the purpose of reimbursement, no later than the 10th of the month for the previous month (i.e., submit October monthly fiscal report by November 10th).

Attachment: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

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:

- Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
- 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.

Attachment: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

Exhibit B
COST PROPOSAL

Amount to be paid to Contractor - **$118,990**

The contractor will be paid $118, 990 in 12 monthly payments of **$9915.82** for the provision of activities outlined in Exhibit A for client and community services.

Attachment: #AIC Agreement 2022v2 (RES-2021-390 : Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-391

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Sierra Quest Human Services Foundation Agreement for Short Term Residential Therapeutic Program

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Sierra Quest Human Services Foundation in an amount not to exceed $100,000 to provide mental health services for Health and Human Services Agency (HHSA) clients; and authorize the Board of Supervisors Chair to sign the agreement.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

Currently, Sierra Quest has a maximum capacity of 12 clients for STRTP. Treatment received by these clients has proven to be valuable in successfully providing services on site and at any hour of the day. Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an agreement for STRTP with Sierra Quest Boys Academy on June 9, 2020 through Resolution No. 2020-301.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

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

REF ID# 11920

ATTACHMENTS:
Sierra Quest Human Services Foundation 2022 Agreement (PDF)

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

Attachment: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

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 Sierra Quest Human Services Foundation ("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 covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries Zero to twenty-one who meet criteria for placement in an Short Term Residential Therapeutic Program (STRTP) as described in Exhibit A, C, D, and E which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $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: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

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: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

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.

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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:
Sierra Quest Human Services Foundation
6986 Scott Road
Mariposa, CA 95338

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

Attachment: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

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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.

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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.

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but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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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.

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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.

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

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

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Exhibit A
SCOPE OF WORK

Sierra Quest Human Services Foundation 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.

The Contractor shall provide services under this Agreement as follows:

A. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following:
    a. Mental Health Services
        i. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

        ii. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

        iii. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

        iv. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

v. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:
    1. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.
    2. Counseling of the individual and/or significant support persons when the individual is present.
    3. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
    4. Medication education.
    5. May be face to face or by telephone with individual or significant support persons.

vi. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan.

vii. Intensive Home Base Services (IHBS) are intense, individualized, strength-based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.

b. Targeted Case Management
    i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.

    ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically

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requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.
3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.
4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

c. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.

d. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be

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requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

i. Evaluation of the need for medication
ii. Evaluation of clinical effectiveness and side effects of medication
iii. Obtaining informed consent
iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
vi. Prescribing psychiatric medications

2. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.

3. Contractor shall provide services in accordance with MCBHRS Documentation Manual.

4. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.

5. The Contractor shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services. Clients shall be assessed with in 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.

6. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

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7. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.
8. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.

9. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.

10. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.

11. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for MediCal beneficiaries ages three through seventeen at assessment, every six months and discharge.

12. Contractor shall provide results of internal surveys on the year-end report.

13. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.

14. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.

15. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.

16. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.

17. Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to SUD services.

18. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.

19. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

20. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

21. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.

22. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.

23. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.

24. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).

25. Participate in monthly contract provider check ins with the County.

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B. PERFORMANCE OUTCOMES

1. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.

2. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.

3. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."

4. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.

5. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:
    a. Within six (6) months (25%)
    b. Not within six (6) months (25%)

6. It is expected that the Contractor will provide data on what placement and services youth are discharging into.

7. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.

8. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.

9. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

10. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.

11. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.

12. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.

13. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

C. AUTHORIZATION

1. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi-Cal Managed Care Plan.

2. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

D. NONDISCRIMINATION

1. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

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2. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

3. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

4. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).

2. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with County.

3. Payment by County to Contractor shall be payment in full for services provided and documented fully.

4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

5. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

6. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.
7. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed $100,000 during the term of this Agreement. County shall reimburse Contractor as detailed in the following:

8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

9. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.

10. Contractor shall submit invoices and expenditure reports electronically to lrumfelt@mariposacounty.org, or by mail to the following address:
    a. Mariposa County Behavioral Health & Recovery Services (MCBHRS)
       5362 Lemee Lane
       Mariposa, CA 95338
       Attention: Lynn Rumfelt

11. FFP revenue projections are based on year to date actual approved and authorized Medi-Cal units of service. Denied, disallowed, and unauthorized units shall be considered as non-contributory towards Contractor's generation of FFP.

12. In the event denied, disallowed and unauthorized units increase Contractor's stated "County Net Cost", Contractor shall be liable for these increased costs. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by County and Contractor during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, Contractor shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.

13. Contractor shall submit a fiscal year-end cost report to County, upon request from County, by September 30th following the close of a fiscal year. County shall process a preliminary settlement to the Contractor's actual costs of delivering the services and estimated Medi-Cal

units of service produced during the term of this Agreement in approximately January. County and Contractor shall agree that the approved units of services from the County Electronic Health Record and the actual program costs are the actual services and costs used for purposes of this contract and final cost report settlement. After completing its preliminary settlement, County shall notify Contractor if funds are due to the Contractor. If funds are due to County, County shall invoice Contractor and Contractor shall return the overpayment to County. During the multiple phases of the cost report reconciliation and settlement process, FFP revenue loss on any denied, disallowed and unauthorized units resulting in the Contractor exceeding the Net County Cost specified herein in Section D of Exhibit A, as well as any units denied, disallowed and unauthorized as a result of state or federal audits shall be billed to the Contractor. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.

14. Contractor shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the County Electronic Health Record (EHR).

F. CREDENTIALING AND RE-CREDENTIALING

Contractor must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

The uniform credentialing and re-credentialing requirements in the MHSUDS Information Notice 18-019 apply to all licensed, waivered, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi-Cal covered services.

1. Credentialing:
    a. For all licensed, waivered, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
        i. The appropriate license and/or board certification or registration, as required for the particular provider type;
        ii. Evidence of graduation or completion of any required education, as required for the particular provider type;

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iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

b. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:
   i. Work history;
   ii. Hospital and clinic privileges in good standing;
   iii. History of any suspension or curtailment of hospital and clinic privileges;
   iv. Current Drug Enforcement Administration identification number;
   v. National Provider Identifier number;
   vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;
   vii. History of liability claims against the provider;
   viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;
   ix. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: http://files.medical.ca.gov/pubsdoco/SandILanding.asp; and
   x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

2. Attestation
   a. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:
      i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
      ii. A history of loss of license or felony conviction;
      iii. A history of loss or limitation of privileges or disciplinary activity;
      iv. A lack of present illegal drug use; and
      v. The application's accuracy and completeness.

3. Re-credentialing
   a. County will maintain credential record. Provider must notify County within 24 hours of any change of status.
4. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this

Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

G. MEDI-CAL CERTIFICATION

1. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include; a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.

2. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

H. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

2. County will maintain the current Cultural Competence Plan Requirement (CCPR) and its updates on the County website. Contractor shall review and attend trainings as outlined.

3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.

4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

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5. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

6. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

7. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.

8. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

I. QUALITY MANAGEMENT

1. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

2. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

3. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual Occurrence reporting policy.

J. COMPLIANCE

1. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall

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maintain a similar compliance plan for its organization, which is consistent with County's Plan.

2. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

3. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

4. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

5. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

6. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
    a. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.
    b. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.
    c. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to

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immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

d. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.
    i. OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov/
    ii. A link to the S&I list is currently found at the following web address: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp Near the bottom of the page click, on the "Suspended & Ineligible Provider List."
    iii. A link to the EPLS/SAM list is currently found at the following web address: https://www.sam.gov/portal/SAM/#1

7. Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act.

K. REPORTING

1. Contractor shall enter all required data into the County's Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.

2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services, no later than September 30th. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.

3. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.

4. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding

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breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

5. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e-mail address; lrumfelt@mariposacounty.org

6. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.

7. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

8. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

L. PERSONNEL

1. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.

2. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.

3. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

5. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

6. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).

7. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.

8. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

9. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.

10. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.

11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.

12. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

M. CODE OF ETHICS

1. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

N. WORKPLACE REQUIREMENTS

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1. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
    a. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
    b. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994

3. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

4. 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 Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

O. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

1. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:
    a. Receive information in accordance with 42 C.F.R. § 438.10.
    b. Be treated with respect and with due consideration for his or her dignity and privacy.
    c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

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d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
f. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
g. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
h. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.

2. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

3. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

4. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
   a. Description of grievance and appeal process;
   b. Posting notices explaining the process procedures;
   c. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;
   d. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
5. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

P. CONFIDENTIALITY AND INFORMATION SECURITY

1. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

2. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

Q. MONITORING / REVIEW ASSISTANCE

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered

3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

R. RECORDS

1. Contractor shall participate in County's outpatient electronic medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the County's medical record which shall be the sole medical record used by Contractor in providing services pursuant to this Agreement.

2. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

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a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.

3. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

4. Clinical records shall be the property of County, and maintained by Contractor in accordance with County standards.

5. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).

6. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

7. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

S. FINANCIAL RELATIONSHIPS

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1. Contractor shall maintain program statistical records in the manner required by the County, California Department of Health Care Services, and applicable licensing agencies, and make such records available to County upon request.

2. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by County, the Grand Jury, the State Controller, and the State Director of the Department of Health Care Services, or any of their deputies.

3. Contractor shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the auditing reporting requirements set forth in OMB Circular A-133. This audit shall be submitted to County within one hundred twenty (120) days after the end of the Contractor's fiscal year.

4. Contractor shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

T. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

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2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.

3. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

4. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

U. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

1. Contractor and its Subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. The County is authorized to terminate a contract, without penalty, if the contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award and/or sub awards under the award.

V. ELECTRONIC HEALTH RECORD REQUIREMENTS

1. Contractor shall utilize the county approved EHR.
2. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently $3,211.00 per license.
3. Contractor shall ensure that staff are assigned an individual license per user.
4. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOSVersion 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

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Exhibit B
COST PROPOSAL

The Contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency **(HHSA**) monthly based on hourly totals. Services will be provided at a rate of $148.80 per hour. HHSA will reimburse at a rate of $275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed $100,000.

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Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health
Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as
"HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

2. Permitted Uses and Disclosures of IIHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

   B. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

      (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

      (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

   The Contractor agrees:

   A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.
The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

B. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

C. *Agents and Subcontractors of the Contractor*. To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

D. *Notification of Electronic Breach or Improper Disclosure*. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

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BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use
or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

A. *Termination for Cause*. Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:

(1) 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 County.

(2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.

B. *Judicial or Administrative Proceedings*. County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

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5. Miscellaneous Provisions.

A. *Disclaimer*. County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the 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 IIHI.

B. *Assistance in Litigation or Administrative Proceedings*. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or
other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. *No Third-Party Beneficiaries*. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

E. *Regulatory References*. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

F. *Survival*. The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.

G. *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.

Attachment: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

Exhibit D
STATEMENT OF COMPLIANCE

A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.

5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Health Care Services' Action Complaint Process.

3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.

C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

Attachment: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Attachment: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries was conducted in compliance with the requirements established by the Mariposa County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

_____ _____
Name Date

_____
Title

_____
Agency

Attachment: Sierra Quest Human Services Foundation 2022 Agreement (RES-2021-391 : Sierra Quest Human Services Foundation Agreement

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-392

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Budget Action Appropriating Increased Revenue in Parks & Recreation ($48,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Increasing Revenue and Appropriations in the Public Works Parks & Recreation Budget to Account from Unanticipated Funds from Health and Human Services Agency (HHSA) COVID Revenue ($48,000).

The Parks and Recreation budget received $48,000 in unanticipated COVID related revenue from HHSA. We ask the Board to recognize the increase in revenue and allocate $3,000 to the Facilities & Recreation Manager and $45,000 to the Extra Help budget accounts. In both instances the increase will avoid year-end shortfalls.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is commonly requested of the Board to allocate increased revenue to the expenditure budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not applying the increased revenue to both the Manager's and the Extra Help budget accounts there will be a shortfall in each account.

FINANCIAL IMPACT:
A $48,000 increase in Miscellaneous Revenue to Parks & Rec from HHSA increases the General Fund.

ATTACHMENTS:
FY20-21 Budget Action - Fund 0701 XFR $48K (PDF)

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

REF ID# 11846

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0701-308	0103	Miscellaneous Revenue - Other Rev		($48,000)	
001	0701-761	0123	Facilities & Rec Manager		$3,000	
001	0701-761	0201	Extra Help		$45,000	
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:

DEPT HEAD SIGNATURE DATE: 6/14/21

APPROVED BY RES NO. CLERK DATE

0701 Park & Recreation

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: FY20-21 Budget Action - Fund 0701 XFR $48K (RES-2021-392 : Approve Budget Action Appropriating Increased Revenue in Parks

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-393

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Extra Help Additional Hours from 999 to 1,300

RECOMMENDATION AND JUSTIFICATION:
Increase Extra Help Hours from 999 to 1,300 for an Extra Help Employee Assigned to the Roads Division Within the Public Works Department

The Department is seeking to extend these hours to 1,300 as the Division is in the busy season.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Division will be strained due to a shortage of staff.

FINANCIAL IMPACT:
No Financial Impact as there is sufficient salary savings in both of these individual budgets to fund these personal services costs.

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

REF ID# 11921

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-394

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Budget Action Transferring Funds from Utility Capital to Mariposa Pines Sewer ($20,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Appropriations in the Public Works and Transportation Department, from Utility Capital to the Mariposa Pines Sewer District Fund to Cover an Unanticipated Shortfall ($20,000).

The Mariposa Pines Sewer District fund is experiencing a shortfall in its expenditure category. Currently, there is one unpaid PG&E, with more coming, and by July 1, 2021, there will be two months of labor charges owed to Plant Operations. This request, if authorized, will move funds from Utility Capital to the operations budget and would, thus, offset an end-of-year overrun.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time-to-time, throughout the years, on behalf of each water and sewer district, Public Works has requested, and has been granted transfers from Utility Capital accounts to operations to offset shortfalls.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would preclude the Auditor from paying invoices and Plant Operations from billing its labor hours.

FINANCIAL IMPACT:
The transfer of appropriations from a Utility Capital account to its operational fund has no impact on the General Fund.

ATTACHMENTS:
FY20-21 Budget Action - Fund 320 XFR IN (PDF)

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

REF ID# 11926

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
534	1404-824	0416	Miscellaneous Expense			$20,000
534	1404-824	0787	Transfer Out		$20,000	
320	0909-309	1600	Transfer In		($20,000)	
320	0909-859	0419	Labor		$20,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$20,000	$20,000

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: To offset a categorical shortfall in the 04 category.

DEPT HEAD SIGNATURE DATE: 6/25/21

APPROVED BY RES NO. CLERK DATE

320 MARIPOSA PINES SEWER

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: FY20-21 Budget Action - Fund 320 XFR IN (RES-2021-394 : Approve Budget Action Transferring Funds from Utility Capital to

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-395

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Labor Day Fair Parade 2021

RECOMMENDATION AND JUSTIFICATION:
Declare the September 4, 2021, Labor Day Parade a County Sponsored Event; Provide a County Insurance Certificate to Caltrans; Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 4, 2021; and Authorize the Board of Supervisors Chair to Sign the Letter Documenting the Board's Support and Approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has traditionally supported the actions requested with regard to the annual Labor Day Parade Event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the annual parade will be cancelled.

ATTACHMENTS:
Assemblage Permit 2021 (PDF)
Encroachment permit 2021 (PDF)
Letter from CHP 2021 (PDF)
Letter to PW 21 (PDF)
Letter to the Board 2021(PDF)
Parade Map 2021 (PDF)
Labor Day letter to Dept. of Transportation 20121(PDF)

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

REF ID# 11945

APPLICATION FOR PUBLIC ASSEMBLAGE PERMIT

Pursuant to Mariposa County
Code Chapter 8.28

TO: Mariposa County Sheriff's Department

APPLICATION DATE: _____

SCHEDULED DATE OF EVENT: 9/4/21 TIME: 11:00am

EXACT LOCATION OF EACH ACTIVITY: Labor Day Parade
Down Hwy 140 From 49N to 49S

NUMBER OF PEOPLE ATTENDING: (Reasonable estimate): +/- 250

BRIEF DESCRIPTION OF PLANNED ACTIVITY: (Include number and type of performance, events, names of well-known performers or public figures which would affect crowd size.)
Annual parade, Political groups, possible candidates, horses, kids and floats from various groups

WILL FOOD, BEVERAGES, OR ALCOHOLIC BEVERAGES BE SOLD, PROVIDED, OR CONSUMED? NO

IF YES, PLEASE GIVE DETAILS. _____

PLEASE LIST MODE, EXTENT, AND NATURE OF ADVERTISING: Newspaper
radio stations

PLEASE LIST NAMES, ADDRESSES, AND PHONE NUMBERS FOR ALL PEOPLE RESPONSIBLE OR IN CHARGE OF THE ACTIVITY, SPECIFYING PERSON TO BE CONTACTED FOR THE PURPOSE OF THE APPLICATION:

1. Jessica Brandle 559 760 9191
2. William Brandle 209 769 1283
3. Keith Williams 209 628 2561
4. _____
5. _____
6. _____

If more space is needed, please attach on separate page.

Attachment: Assemblage Permit 2021 (RES-2021-395 : Labor Day Fair Parade 2021)

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: _____

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Boullion Street ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
   _X_ROAD CROSSING
   ____WATER PIPE, CULVERT, ETC.
   ____LDA ROAD
2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. ____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.
See Attached

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
See Attached

5. ASSESSOR'S PARCEL NUMBER: N/A ____ - ____
6. ADDRESS OF PARCEL: N/A

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____
(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

Jessica Brandle (Lions Club)
OWNER'S NAME (Please Print)

J Brandle
SIGNATURE OF OWNER/APPLICANT **

PO BOX 801
OWNER'S MAILING ADDRESS

Mariposa CA 95338
CITY ZIP

5597160 9191 jessbrandle@gmail.com
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment permit 2021 (RES-2021-395 : Labor Day Fair Parade 2021)

State of California – Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 16, 2021

File No.:455.15326.A13242.LaborDayParade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application from the Labor Day Parade. This event is scheduled for September 4, 2021. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

Attachment: Letter from CHP 2021 (RES-2021-395 : Labor Day Fair Parade 2021)

May 12, 2021

Mariposa County Public Works
Attn: Gary Brown, County Engineer
4639 Ben Hur Road
Mariposa, CA 95338

Re: Annual Labor Day Fair Parade

Dear Gary,

The annual Labor Day parade runs from 11:00 am to approximately 12:30 pm. Staging begins at approximately 10:00 am and occurs on Coakley Circle. The parade route is down Highway 140 and CHP closes the highway during this time. Traffic is then re-routed to Bullion Street. Lion's Club members will be assigned at all side streets during the parade to ensure road closures. Once CHP re-opens Highway 140, the Lion's Club members will allow cars to begin traveling on the closed roads.

If you have any additional questions, please feel free to contact me at jessbrandle@gmail.com.

Thank you,

JBrandle

Jessica Brandle
Parade Committee Chair

Mariposa Lions Club, PO Box 801, Mariposa, CA 95338

Attachment: Letter to PW 21 (RES-2021-395 : Labor Day Fair Parade 2021)

May 12, 2021

Mariposa Board of Supervisors
PO Box 784
Mariposa, CA 95338

Re: Annual Labor Day Fair Parade

Dear Board of Supervisors,

This year the annual Labor Day parade is on Saturday, September 4, 2021. Each year the Mariposa Lion's Club asks the Board of Supervisors to declare the parade a County sponsored event and requests an issuance of an insurance certificate.

The Mariposa Lion's Club is again asking the Board of Supervisors to declare the annual Labor Day parade a county sponsored event.

Thank you in advance and if you have any additional questions, please feel free to contact me at jessbrandle@gmail.com.

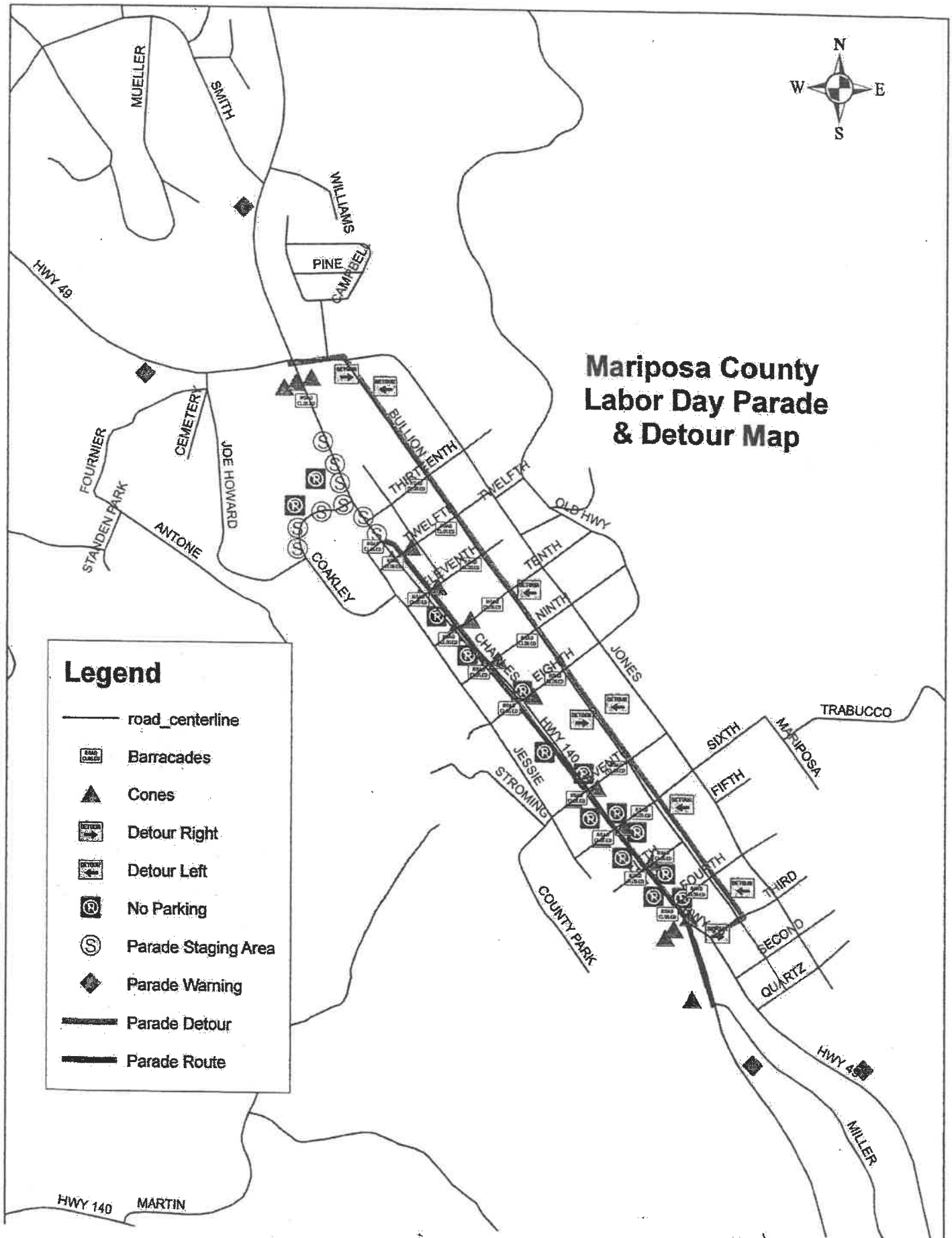
Thank you,

JBrandle

Jessica Brandle
Parade Committee Chair

Attachment: Letter to the Board 2021 (RES-2021-395 : Labor Day Fair Parade 2021)

#4



* Will remain same as 2019 *

Attachment: Parade Map 2021 (RES-2021-395 : Labor Day Fair Parade 2021)

Attachment: Labor Day letter to Dept. of Transportation 20121 (RES-2021-395 : Labor Day Fair Parade 2021)

July 6, 2021

Permit Engineer
Department of Transportation
Post Office Box 3558
Merced, CA 95344

Dear Sir or Madam:

On July 6, 2021, the Mariposa County Board of Supervisors adopted a Resolution, approving the Encroachment Permit application for the detour of traffic from State routes to Mariposa County roadways on Saturday, September 4, 2021, for the duration of the "Labor Day Parade," and for the "Labor Day" banners.

Mariposa County agrees to hold CalTrans and the State of California harmless for any damages to county roadways as a result of this detour.

Thank you for your consideration in this matter.

Sincerely,

Marshall Long,
Board of Supervisor Chair

ML:tg

Cc: Public Works

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-396

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2021 - 2022 FY Agreement for Forensic Pathology Services

RECOMMENDATION AND JUSTIFICATION:
Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services in an Amount Not to Exceed $70,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office Coroner Division has contracted with the Stanislaus County Sheriff's Office Coroner Division for Forensic Pathology Services since 2007. The Stanislaus County Sheriff's Office Coroner Division has specially trained, experienced and competent staff to perform forensic pathology services with respect to post mortem examinations and autopsies of deceased persons.

The proposed budget for 2021-2022 fiscal year has been submitted with funding requested to support this agreement. The terms for the new contract remain the same as the previous contract.

The Mariposa County Sheriff's Office has been satisfied with the services received by the Stanislaus County Sheriff's Office and we appreciate the professional relationship we share.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved the past agreement that will expire on June 30, 2021 with the Stanislaus County Sheriff's Office Coroner's Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Sheriff's Department will have to seek an alternative source for these services that may incur a higher cost.

FINANCIAL IMPACT:
Funds for services have been requested in 2021-2022 proposed budget

ATTACHMENTS:
FY 21-22 Forensic Pathology Services (PDF)

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

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement is made and entered into this July 1, 2021, by and between Stanislaus County for the benefit of its Sheriffs Department, Coroner's Division ("Contractor"), and the Mariposa County Sheriff-Coroner, ("County") and Mariposa County for the benefit of its Sheriff's Office Coroner's Division.

INTRODUCTION

WHEREAS, County requires forensic pathology services with respect to postmortem examinations and autopsies of deceased persons, and Contractor has agreed to provide those services;

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

   1.1 The Contractor shall furnish to the County, those services and work set forth in Exhibit A, attached hereto and by reference incorporated herein.

   1.2 Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. COMPENSATION:

   2.1 As sole consideration for the services rendered by Contractor, County shall pay Contractor pursuant to the provisions set forth in Exhibit A.

   2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

   2.3 County will not withhold any Federal or State income taxes, Social Security tax, Medi-Care tax or any other payroll tax or assessment from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

3. TERM:

3.1 The term of this Agreement shall be for the period beginning July 1, 2021 ending June 30, 2022, unless sooner terminated as provided below or unless some other method of time or termination is agreed upon by the parties.

3.2 In the event that either party to this Agreement shall fail to perform its obligations under this Agreement, any exhibits hereto, or any amendment, then this Agreement may be terminated at the end of ninety (90) day period which shall commence upon the date that written notice of failure to perform is mailed to the other party; provided, however that the Agreement can be reinstated if failure or performance is remedied to the satisfaction of both parties within said ninety (90) day period of time.

3.3 It is understood and agreed that the services of the board-certified forensic pathologist, approved by the Contractor will be utilized in the performance of services under this Agreement. If the Contractor is unable to provide such a board certified forensic pathologist, said event shall constitute a failure of performance of this Agreement requiring implementation of the provisions of Section 3.2 of this Agreement and the County shall be free to Contract for such services as it deems necessary in its sole discretion and shall reduce compensation to Contractor in an amount equal to the actual cost of obtaining such service.

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

4. WORK SCHEDULE:

Contractor's obligation is to perform in a timely manner the services and work identified in Exhibit "A." It is understood by Contractor that the performance of Services and work will require a varied schedule with hours and times for completion of said services to be set by Contractor.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS:

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the terms of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

Contractor will provide facilities for the performance of forensic pathology services in a manner commensurate with general standards established by pathologists in practice throughout the United States of America. Contractor will also provide dictation equipment and services compatible with transcription equipment of Contractor. County will provide, at its own expense, personnel adequate to assist Contractor in acquiring cause of death and transferring decedents to Contractor's location.

7. WORKER'S COMPENSATION:

Contractor shall provide Worker's Compensation insurance coverage in the legally required amount for all of Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied and will comply during the term of this agreement with all applicable provisions of the California Labor Code with regard to its employees.

8. STATUS OF CONTRACTOR:

8.1 All acts of Contractor, its agents, officers, employees, and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of the Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

8.2 Contractor, its agents, officers, and employees are, and at all times during the term of this agreement shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor pursuant to this Agreement. Contractor shall be responsible to the County only for the

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requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. During the term of this Agreement, Contractor is permitted to provide the same services to others as Contractor provides to County hereunder. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based on upon any contention by any third party that an employee-employer relationship exists by reason of this Agreement.

9. LIABILITY AND INDEMNIFICATION:

9.1 Contractor's Obligation Contractor, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for County, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and Contractor, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of County, nor of any officer or employee thereof, or property of County, and Contractor shall hold harmless, defend and indemnify County, its officers

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and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of Contractor, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

9.2 County's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of Contractor, nor of any officer or employee thereof, or property of Contractor, and County shall hold harmless, defend and indemnify Contractor, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

10. RECORD AUDIT:

10.1. Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connect with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes the handwriting, typewriting, printing, photostatic, photographing, any every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

11.1. During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal,

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

state, or local law, rule, or regulation against any employee, applicant for employment, or person receiving services under this agreement because of face, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex. Contractor and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Contractor further agrees to abide by the County's nondiscrimination policy.

12. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terns of this Agreement unless this Agreement is modified as provided below.

14. NOTICE:

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the tern of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

For Contractor:
Lt Richard Gonzales
Chief Deputy Coroner
Stanislaus County Sheriff's Department
Coroner Division
921 Oakdale Road
Modesto, CA 95355
(209) 567-4480

For County:
Sterling Cramer
Undersheriff
Mariposa County Sheriff's Department
5099 Old Highway N
Mariposa, CA 95338
(209) 966-3615

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

15. CONFLICTS:

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. NON-APPROPRIATIONS AND DEBT LIMITATION CLAUSE:

In the event County is unable to obtain funding for any year during the term of this Agreement, County shall have the right to terminate this Agreement at the conclusion of the current year and shall not be obligated to provide any additional performance under the Agreement. To the extent that any remedy provided for in the Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to a county, Contractor waives any and all right to such remedy.

19. ENTIRE AGREEMENT:

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

20. ADVICE OF ATTORNEY:

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION:

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE:

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

APPROVED AS TO CONTENT:
Sheriff's Department

By: _____
Jeff Dirkse
Sheriff-Coroner

COUNTY OF MARIPOSA

By: _____
Marshall Long
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Robert J. Taro
Assistant County Counsel

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

EXHIBIT A

A. SCOPE OF WORK:

1. Contractor shall provide postmortem examinations and autopsies of decedents in cases of death which County's Coroner is required by law to conduct an inquiry into the cause and manner of death.

2. Contractor shall provide one (1) on-call Deputy Sheriff-Coroner to provide access to the Coroner's Facility outside of normal business hours. For purposes of this agreement, "normal business hours" shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. Contractor will provide all expert witness appearances required by Mariposa County on cases arising out of the performance of the aforementioned professional services.

4. Contractor shall provide additional services as requested by County, which may include inspection of medical records, discussion with decedent's physician and/or family, and other services as may be required by the Coroner to determine the cause and manner of death.

5. Cause of death may be determined by medical examination and blood analysis without dissection when Contractor determines that such examination and analysis is sufficient to determine the cause of death for the County's purposes.

6. Upon the concurrence of both Contractor and Mariposa County, if it is determined that a medical examination will satisfy the obligation of the County to conduct an inquiry into the cause and manner of death, then a medical examination may be substituted for an autopsy.

7. Contractor shall perform an autopsy of a deceased person when an autopsy is required in the opinion of Contractor upon consultation with the Forensic Pathologist. Said autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by Contractor and shall also include all additional protocols required by law.

8. Contractor shall provide written reports, for autopsies and medical examinations, to the County, in a timely manner. It is understood and agreed that Contractor will provide transcription services as necessary for the preparation of said reports at Contractor's expense. Contractor will incur responsibility for any and all costs incurred in connection with toxicology and laboratory tests and will contract independently for such services. (Outside services should be billed directly to the County).

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

9. Autopsies shall be conducted at such times as agreed upon by Contractor and Mariposa Coroner, but in every case as soon as practicable. Postmortem examinations, autopsies of decedents and reports pertaining to them shall be consistent with the facilities available to Contractor and the general standards established by pathologists in practice throughout the State of California.

10. County shall furnish, at his own expense, transportation to the place where a postmortem examination or autopsy is to be conducted.

11. Contractor may employ at his own expense and with the concurrence of the Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of the County. Contractor agrees to allow the Sheriff-Coroner to perform pathology service on behalf of the County.

12. County may request Rapid DNA analysis and shall be financially responsible for the associated costs of each DNA sample provided.

13. County may request forensic dental identification and shall be financially responsible for any costs associated with post-mortem forensic dental examination.

B. COMPENSATION:

County agrees to pay Contractor and Contractor agrees to accept compensation for the services provided to this agreement as follows:

1. $2,000 per autopsy for the first one hundred (100) autopsies per contract year; and $2,300 for each autopsy in excess of one hundred (100) autopsies per contract year.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed $70,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

3. $386.00 for each instance Contractor is requested to unlock the Coroner's facility during non-business hours, representing a 3-hour minimum charge to compensate the time of the on-call Deputy Sheriff-Coroner. Each additional hour in excess of three (3) shall be billed at a rate of $102 per hour.

4. $85.00 a day storage fee for all cases brought in for storage only, with a maximum fee of $425 per case.

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

5. Contractor shall be paid at the rate of $300 per hour for the time expended by Contractor in making court appearances when the District Attorney requires testimony from a physician assigned to a home base outside of the County of Stanislaus. When testimony is required, from a physician assigned to the County of Stanislaus, travel time will be compensated at the rate of $300 per hour.

6. Contractor shall be compensated at a rate of $800 per inspection or medical record review.

7. Contractor shall be compensated at a rate of $500 per Rapid DNA sample analysis with a minimum of two samples or $1,000 total minimum charges.

8. Contractor shall be compensation at a rate of $825 per case for forensic dental identification.

9. Said compensation shall be paid in monthly installments. Contractor shall submit a statement for reimbursement of professional services on a monthly basis to the Sheriff of Mariposa County. County will make payment to Contractor upon approval of said statement not later than thirty (30) days from the date of receipt of the statement of services provided by Contractor.

Attachment: FY 21-22 Forensic Pathology Services (RES-2021-396 : 2021 - 2022 FY Agreement for Forensic Pathology Services)

MARIPOSA COUNTY

Air Pollution Control Officer · (209) 966-3689

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community Air Protection Program

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Signature of the Air Pollution Control Officer Dated October 29Th, 2020 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program for (Fiscal Year 19/20) Amending the Total Amount from $12,758 to a New Amount Not to Exceed $75,223.98.

This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This grant agreement is for additional Air Protection activities related to AB617.

The Board ratified the original grant agreement on June 16,2020, by Resolution APCD-2020-7 which was signed by the Air Pollution Control Officer on May 22, 2020.

The Board ratified a previous grant agreement to implement AB617 activities on May 5, 2020 by Resolution APCD-2020-5.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the grant agreement, we would forego this grant funding opportunity.

FINANCIAL IMPACT:

Air Pollution Control District 2021-5

These activities will be funded by the grant agreement. There is no impact to the county general fund.

ATTACHMENTS:
2019-2020 AB617 Grant Exhibit A (PDF)
2019-2020 AB617 Grant Exhibit B (PDF)
REVISED G19-MCAP-23-1 Fully Executed (PDF)
Signed Advanced Payment Request ASD-BFB-365 (PDF)
Signed Supplement to CARB's Advance Payment Request MSCD-ITAB-194 (PDF)
PUBLIC INPUT - Email from Karen Glendenning requesting monitoring of Fish Camp air quality_Redacted (PDF)

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

Exhibit A

California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2019-2020

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **Reporting:**

   A. **Annual Reports:** Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:

      i. Report number, title, name of Grantee, date of submission, and grant number;

      ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

      iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.

      iv. Summary of work completed and in progress since the last progress report;

      v. Grant funds remaining and expended; and

      vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

   B. **Final Report:** Grantee must submit a Final Report to CARB by April 1, 2022 or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

   Reports may be submitted electronically to CARB Community Air Protection Program Liaison, Ms. Jennifer Magana, at jennifer.magana@arb.ca.gov or Program designee.

Attachment: 2019-2020 AB617 Grant Exhibit A (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

3. **Program Funding:**

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB is in the process of promulgating Advance Payment regulations. Grantee agrees that this Agreement may be reopened and modified to comply with those regulations once finalized, as appropriate.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

Attachment: 2019-2020 AB617 Grant Exhibit A (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2022 or the reversion date of the appropriation.

B. Grant Disbursements:

i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:

1. A fully executed Grant Agreement Cover Sheet; and

2. Grant Disbursement Request Form included as Attachment 2. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

3. The Grantee must mail completed Grant Disbursement Requests to the CARB Community Air Protection Program Liaison,
Ms. Jennifer Magana, or Program designee. Correspondence regarding this grant agreement shall be directed to:

Ms. Jennifer Magana
California Air Resources Board
Office of Community Air Protection
1001 I Street
Sacramento, California 95814

Attachment: 2019-2020 AB617 Grant Exhibit A (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

Grant payments are subject to CARB's approval of Annual Reports.

ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.

iii. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Program Liaison, Ms. Jennifer Magana, at jennifer.magana@arb.ca.gov or Program designee.

iv. Any disbursement will take into consideration whether an advance payment had been received.

C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

i. Such funds must be reported to CARB.

ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:

1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;

2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;

3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and

iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2022, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2022, whichever comes first.

iv. Documentation of expenditure made on those funds or returned to CARB must be:

1. Retained for a minimum of three years after it is generated; and

2. Provided to CARB in Annual Reports and Final Report.

4. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617,

Attachment: 2019-2020 AB617 Grant Exhibit A (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

Attachment: 2019-2020 AB617 Grant Exhibit A (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

Exhibit B

General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, 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 Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
4. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the

Attachment: 2019-2020 AB617 Grant Exhibit B (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

State.

11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.

12. **Force majeure**: Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

13. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

16. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.

20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

21. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2019-2020 by May 1, 2020.

24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.

26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

27. **Disbursement Deadline:** The Fiscal Year 2019-2020 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2020. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2022 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

Attachment: 2019-2020 AB617 Grant Exhibit B (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2022 must be returned by September 28, 2022. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

Attachment: 2019-2020 AB617 Grant Exhibit B (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB 617 Community

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 07/2020)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G19-MCAP-23-1

NAME OF GRANT PROGRAM	
2019/2020 CAP Incentives	
GRANTEE NAME Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED ~~$66,126.11~~ **$75,223.98**
START DATE: 6/15/2020	END DATE: 6/30/2025

This legally binding Grant Agreement, including this cover sheet and Exhibits, attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").
PROJECT FUNDS – ~~$57,860.35~~ **$65,820.99**
IMPLEMENTATION FUNDS – ~~$8,265.76~~ **$9,402.99**
TOTAL GRANT AWARD – ~~$66,126.11~~ **$75,223.98**
SB 535 FUNDING TARGET – $0
AB 1550 FUNDING TARGET – ~~$52,074.32~~ **$59,238.89**
Exhibit A - General Terms and Conditions
Assembly Bill 74 (Ting, Chapter 23, Statue of 2019) Sec. 15.14, requires CARB to not encumber or allocate more than 75 percent of any appropriation prior to the fourth auction of the GGRF funds in the 2019-2020 Fiscal Year. This Grant Agreement will be amended with additional funding depending on the result of the GGRF auction. Note: a change in the total grant amount will require an equivalent change in the SB 535 and AB 1550 targets for the Grantee. Grant is contingent on CARB receipt of a Board Resolution or Minute Order to accept these funds and administer them consistent with Guidelines and the General Terms and Conditions.
The parties mutually agree to amend this Grant Agreement to add additional funds. Amendments to Exhibit A are shown as deletions in ~~strikethrough~~ text and as additions in **bold** and underlined text. All other terms and conditions remain the same. This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Eric Sergienko	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY Brandy Hunt		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 11/5/20	TITLE Air Pollution Control Officer	DATE 10/20/2020
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion Street, Mariposa, CA 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$9,097.87	3530000L39	3900-CAP	3228CAP19
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND NO
$66,126.11	Greenhouse Gas Reduction Fund		3228
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$75,223.98		23	2019

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39006100	88501	2019

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE
Donna Lee	10/5/20

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE	DATE
D Kuers	10/7/20

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California Air Resources Board
Fiscal Year 2019-2020 – AB 617 Community Air Protection (CAP) Incentives
GRANT AGREEMENT

General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).

   a. The air district (GRANTEE) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this grant agreement. The GRANTEE will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.

   b. The GRANTEE will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and

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provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016); however, the GRANTEE will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.

c. The GRANTEE will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The GRANTEE will provide public access to information, including project selection criteria and web posting of project funding proposals and a summary of final selected projects consistent with Section IV of the CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines (https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies). For each project selected the GRANTEE will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

d. Where applicable, the GRANTEE agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the CCI Funding Guidelines as outlined in the California Climate Investments Messaging and Communications Guide (http://www.caclimateinvestments.ca.gov/logo-graphics-request/). Below are specific requirements for acknowledgement.

e. The GRANTEE agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public

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health and the environment — particularly in disadvantaged communities.' And whenever applicable, the Spanish translation acknowledgement: Programa de Protección del Aire en la Comunidad Program forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.'

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo

f. The GRANTEE will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The GRANTEE will provide public access to information, including project selection criteria and web posting of project funding proposals and a summary of final selected projects consistent with Section IV of the CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI Funding Guidelines) (https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies). For each project selected the GRANTEE will post at a minimum the following items: name of applicant, brief

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description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

g. When submitting project lists with disbursement requests, the GRANTEE will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB (www.arb.ca.gov/cci-resources).

h. With CARB's assistance and direction, the GRANTEE will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.

i. The GRANTEE will continue to monitor the ongoing implementation of the requirements of AB 617, and will work with CARB to address any new priorities, as they are developed to support the community air quality protection goals of AB 617.

j. The GRANTEE and CARB will work together to determine the feasibility of addressing any new community priorities.

2. **Implementation Funding:** In accordance with Section E of Chapter 3: Program Administration, of the Community Air Protection Incentives 2019 Guidelines, the GRANTEE may use up to **12.5** percent of their CAP Incentives for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**12.5** percent of the total CAP Incentive grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **4** percent of the total CAP Incentives.

3. **Amendment:** No amendment or variation of the terms of this Grant Agreement

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

4. **Assignment:** This Grant Agreement is not assignable by the GRANTEE, either in whole or in part, without the consent of CARB.

5. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the GRANTEE or to furnish any other considerations under this Grant Agreement. Additional grant funds may be added through amendment to this agreement if a portion has been withheld pending the fourth cap and trade auction in the 2019-2020 fiscal year.

6. **Compliance with Law, Regulations, etc.:** The GRANTEE agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.

7. **Computer Software:** The GRANTEE certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8. **Conflict of Interest:** The GRANTEE certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

9. **Disputes:** The GRANTEE shall continue with the responsibilities under this Grant Agreement during any dispute. GRANTEE staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his

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designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

10. **Environmental Justice:** In the performance of this Grant Agreement, the GRANTEE shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority and low-income populations of the State.

11. **Fiscal Management Systems and Accounting Standards:** The GRANTEE agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.

12. **Force Majeure**: Neither CARB nor the GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

13. **Governing Law and Venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the GRANTEE hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The GRANTEE hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

14. **GRANTEE's Responsibility for Work:** The GRANTEE shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The GRANTEE shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not

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mediate disputes between the GRANTEE and any other entity concerning responsibility for performance of work.

15. **Indemnification:** The GRANTEE agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the GRANTEE, and out of the operation of equipment that is purchased with funds from this Grant Award.

16. **Independent Contractor:** The GRANTEE, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

17. **Interest:** The GRANTEE shall maintain accounting records of interest earned on funds from the CAP Incentives separate from other incentive funds. The calculation of interest earned must be based on a daily balance or some reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program, and must be consistent with how it is calculated for the GRANTEE's other fiscal programs. Interest earned shall only be used for eligible grant-related expenses as outlined in the guidelines specified in this agreement. Earned interest must be fully expended or returned to CARB if it is not used by the end of the grant performance period. The GRANTEE will report in the Yearly Report interest earned on all CAP incentives during the previous fiscal year. Documentation of the interest earned must be retained for a minimum of three years following its generation and liquidation. Interest earned by the GRANTEE during each previous fiscal year shall be reported to CARB annually.

18. **Nondiscrimination:** During the performance of this Grant Agreement, the GRANTEE and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability

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(including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The GRANTEE and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The GRANTEE and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The GRANTEE and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. **No Third Party Rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

20. **Prevailing Wages and Labor Compliance**: If applicable, the grantee agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the GRANTEE shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

21. **Professionals:** For projects involving installation or construction services, the GRANTEE agrees that only licensed professionals will be used to perform services

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under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting these CAP Incentives by **June 18, 2020**. The additional funds awarded by this amendment are conditional based on CARB receipt and approval of a fully executed Amended Grant Agreement accepting these CAP Incentives by **October 26, 2020**.

24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the GRANTEE of any material provision after such violation has been called to the attention of the GRANTEE and after failure of the GRANTEE to bring itself into compliance with the provisions of this Grant Agreement.

25. **Timeliness:** Time is of the essence in this Grant Agreement. The GRANTEE shall proceed with and complete projects funded by this Grant Award in accordance with the need to quickly reduce emissions in disadvantaged and low-income communities, with full consideration of the guidelines and liquidation deadlines specified in this agreement.

26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

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27. **Incorporated Documents:** The GRANTEE is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:

    a. District's Policies and Procedures Manual (Refer to requirements in *Carl Moyer Program 2017 Guidelines* and for the *Community Air Protection Incentives 2019 Guidelines* approved by CARB).

    b. As applicable, *Carl Moyer Program 2017 Guidelines*, the *Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines*, the Community Air Protection Incentives 2019 Guidelines, *Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines*, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.

    c. *Funding Guidelines for Agencies that Administer California Climate Investments* (August 2018 and succeeding revisions).

    d. CARB's Advance Payment Request Form (ASD/BFB-365).

    e. Supplement to CARB's Advance Payment Request Form (MSCD/ITAB-194).

28. **Disbursement Deadline:** The Fiscal Year 2019-20 CAP Incentives specified in this Grant Agreement must be disbursed by **June 30, 2021**. Grant disbursement requests can be submitted by the GRANTEE to CARB any time after the Grant Agreement is fully executed. The Grantee must submit a completed CARB Advance Pay Form and Supplement to CARB's Advance Payment Request Form no later than **May 1, 2021** to ensure adequate time for processing prior to the end of the fiscal year.

29. **Liquidation and Return of Funds:** CAP Incentives not liquidated by **June 30, 2025** must be returned to CARB by **September 28, 2025**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

30. **Program Audit:** The GRANTEE agrees that CARB, the Department of General Services, Department of Finance, State Controller's Office, the Bureau of State

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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 Grant and all State funds received. The GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. The GRANTEE 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, the GRANTEE agrees to include similar right of the State to audit records and interview staff in any grant related to performance of this agreement.

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STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ADVANCE PAYMENT REQUEST FORM

ASD/BFB-365 (REV. 10/2020) PAGE 1 OF 3

*SECTION A: GRANTEE INFORMATION

Grantee: Mariposa County Air Pollution Control District	Date: 04/14/2021
Grant Number: G19-MCAP-23-1	Request Number: #1
Contact Name: Diane Robarge	Contact Telephone Number: (209) 742-0953
Admin Funds Amount Requested: $9,402.99	Project Funds Amount Requested: $65,820.99
Total Funds Requested: $75,223.98	

☑ Advance Payments may only be used for the specified activities approved for the grant.

☑ All unused funds shall be returned to the State if not liquidated within the timeline specified in the grant.

*SECTION B: SMALL AIR DISTRICTS

☑ Check this box if you are a Small Air District and move to Section D.

*SECTION C: ENTITIES NOT IDENTIFIED AS SMALL AIR DISTRICTS

Grantees not identified as Small Air Districts must provide the following:

☐ Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.

☐ Submits a spending plan to CARB for review prior to receiving the advance payment.

i. The spending plan shall include project schedules, timelines, milestones, and the grantee's fund balance for all state grant programs.

ii. CARB shall consider the available fund balance when determining the amount of the advance payment.

☐ Reports to CARB any material changes to the spending plan within 30 days.

☐ Agrees to not provide advance payment to any other entity.

*sections marked with an asterisk are required.

Attachment: Signed Advanced Payment Request ASD-BFB-365 (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ADVANCE PAYMENT REQUEST FORM

*SECTION D: GRANTEE SIGNATURE

By signing below, I hereby certify that I am the duly appointed, qualified, and acting officer of the herein named Grantee and that the information provided is in all respects true and correct.

Grantee Signature:	Date: 4/16/21
Printed Name: Eric Sergienko	Title: Air Pollution Control Officer

SECTION E: CARB SIGNATURES (CARB USE ONLY)

Grant Manager (Signature):	Date:
Printed Name:	Title:

Branch Chief (Signature):	Date:
Printed Name:	Title:

Accounting Officer (Signature):	Date:
Printed Name:	Title:

INSTRUCTIONS FOR COMPLETING THIS FORM

A completed and signed ASD/BFB-365, Advance Payment Request Form, should be sent to the project's assigned Grant Manager. Submission details and instructions are available in the grant agreement.

SECTION A: GRANTEE INFORMATION:

Section A is intended to capture basic information of all Grantees.

Please fill in the following: Legal name of Grantee's organization, Date of request, Grant number as assigned by CARB, Indicate number of request (i.e. if this is your first request please indicate 1 in this block), Contact name, Contact phone, Amount of Administrative (Admin) funds being requested in advance (some grant programs may refer to Admin as Project Implementation Funds), Amount of Project funds being requested in advance, Total of Project and Admin funds being requested.

SECTION B: SMALL AIR DISTRICTS

If the Grantee is a Small Air District, please check the box in Section C and move on to Section E.

SECTION C: ENTITIES NOT IDENTIFIED AS SMALL AIR DISTRICTS

Large Air Districts, Non-Profits and any other Grantee not identified, as a Small Air District must provide the documents identified in Section C.

Attachment: Signed Advanced Payment Request ASD-BFB-365 (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ADVANCE PAYMENT REQUEST FORM

ASD/BFB-365 (REV. 10/2020) PAGE 3 OF 3

SECTION D: GRANTEE SIGNATURE

Please have the authorized officer of the Grantee's agency sign this section and provide the date of signature, printed name and title.

SECTION E: FOR CARB USE ONLY

Once all documents are attached and the request form is complete, please submit the packet to the CARB Grant Manager identified in the executed grant agreement to obtain the appropriate signatures.

Attachment: Signed Advanced Payment Request ASD-BFB-365 (APCD-2021-5 : Ratify the Updated Acceptance of the Grant Agreement for AB

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

SUPPLEMENT TO CARB'S ADVANCE PAYMENT REQUEST FORM: AB 617 COMMUNITY AIR PROTECTION (CAP) INCENTIVES GRANT DISBURSEMENT REQUEST

MSCD/ITAB-194 (REV. 10/2020) PAGE 1 OF 2

PART A: GRANTEE INFORMATION

Grantee: Mariposa County Air Pollution Control District	Date: 4/14/2021
Grant Number: G19-MCAP-23-1	Number of Request: #1
CAP Incentives Funding Year: CAP Year 3	Fiscal Year: 2019-2020
An Air District with a population greater than or equal to four million (4,000,000): ☐ If yes, check this box	
Project Funds: $65,820.99	Implementation Funds: $9,402.99
Total Funds Requested: $75,223.98	
Make Warrant Payable to District: Mariposa County Air Pollution Control District	
Address Number and Street: P.O. Box 5, 5100 Bullion Street	City, State, and Zip Code: Mariposa, CA 95338
The address provided above matches the address provided on the Air District's Payee Data Record Form (STD. 204) or W-9: ☑ Yes ☐ If no, District will be submitting a corrected STD. 204 or W-9 to CARB.	

PART B: COMMUNITY AIR PROTECTION DISBURSEMENT SUBMITTALS

The air district has included all of the following items with the disbursement request:

☑ Documentation of a public process to solicit project ideas from local residents and community groups, and an air district summary of the results of that process.

☑ A project list with the total cost of projects equal to or greater than the amount of funds being requested. The air district will indicate whether each project listed satisfies evaluation criteria for benefits to priority populations, per the CCI Funding Guidelines criteria for Clean Transportation and Equipment (www.arb.ca.gov/cci-resources).

☑ Completed ASD/BFB-365, Advance Payment Request Form

PART C: ADDITIONAL DISTURSEMENT REQUIREMENTS

The air district has met all of the following additional disbursement requirements:

☑ The air district has met all stipulations listed in the air district's CAP Incentives Grant Agreement.

☑ The most recent CAP Incentives Yearly Report has been submitted to CARB. Grant disbursement approval will be subject to CARB's determination that the Yearly Report indicates expenditure milestones have been met, or if necessary, unexpended funds have been returned to CARB.

☑ An up-to-date policies and procedures manual for the District's CAP Incentives is maintained at the District's office.

Attachment: Signed Supplement to CARB's Advance Payment Request MSCD-ITAB-194 (APCD-2021-5 : Ratify the Updated Acceptance of the

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

SUPPLEMENT TO CARB'S ADVANCE PAYMENT REQUEST FORM: AB 617 COMMUNITY AIR PROTECTION (CAP) INCENTIVES GRANT DISBURSEMENT REQUEST

PART D: CERTIFICATION AND SIGNATURE OF AUTHORIZED PROGRAM OFFICIAL

I certify under penalty of perjury that the information contained in this Supplement to CARB's Advance Payment Request Form, and all attachments, is correct and complete, and is in accordance with the Terms and Conditions of the Grant Agreement. I agree to not provide advance payment to any other entity. In addition, I hereby authorize CARB to make any inquiries to confirm this information.

Signature of Authorized Program Official:	Name: Eric Sergienko
Title: Air Pollution Control Officer	Date: 4/16/21

PART E: FOR STATE USE ONLY

Liaison's Printed Name	
Liaison's Signature:	Date:
Grant Manager's Printed Name:	
Grant Manager's Signature:	Date:

Attachment: Signed Supplement to CARB's Advance Payment Request MSCD-ITAB-194 (APCD-2021-5 : Ratify the Updated Acceptance of the

Rene LaRoche

From: Karen Glendenning [redacted]
Sent: Thursday, July 1, 2021 2:58 PM
To: Rene LaRoche
Cc: Donn Harter
Subject: BOS Agenda 7.6.2021 - Public Comments on Item G - APCD

Follow Up Flag: FollowUp
Flag Status: Flagged

Good Day Commissioners,

I would like to recommend that Fish Camp be chosen as one of the communities that will have an air quality monitor put in place after the grant is awarded.

Recently a sign was put up in Fish Camp alerting the traveling public along Highway 41 that it would take 120 minutes to make it to the South Entrance to Yosemite National Park from that point just north of the Big Creek bridge. This is a distance of less than 3 miles.

This seems to me to be a good use of the air quality monitor to determine the exposure from the exhaust to the residents of Fish Camp.

I realize this is early in the process, but I would like to get Fish Camp put onto the "communities that should receive a monitor" list.

Thank you for your consideration.
Karen Glendenning
Private Citizen of Fish Camp

Attachment: PUBLIC INPUT - Email from Karen Glendenning requesting monitoring of Fish Camp air quality_Redacted (APCD-2021-5 : Ratify

MARIPOSA COUNTY

Air Pollution Control Officer · (209) 966-3689

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring Grant

---

RECOMMENDATION AND JUSTIFICATION:
Ratify the Signature of the Air Pollution Control Officer Dated June 24Th, 2021 on an Amended Grant Agreement for California Air Resources Board Prescribed Burn Reporting and Monitoring Support Program Grant Number G18-PBRM-12-1 Extending the Term to June 30, 2022.

This grant was originally approved for a Term of June 1, 2019 to June 30, 2021 in the Amount Not to Exceed $20,000. This change adds a 1 year extension amending the grant term to June 1, 2019 to June 30, 2021 in the Amount Not to Exceed $20,000.

Additional minor changes to the reporting details and party names have been made to the contract as noted in ~~strikeout~~/**bold** format in the attachment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
California Air Resources Board Prescribed Burn Reporting and Monitoring Support Program is intended to provide resources to air pollution control districts for an enhanced smoke management program. This includes enhanced reporting of prescribed fire activity in their regions, air monitoring of prescribed fires, improved public outreach regarding prescribed fires, and resources for district staff to attend regional training sessions on different elements of the State's smoke management program.

The Prescribed Burn Reporting and Monitoring Support Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment - particularly in disadvantaged communities.

On April 16, 2019, the Air Pollution Control Board Approved Resolution 2019-6 to Accept Funds from California Air Resources Board (CARB) and California Air Pollution Control Officers Association (CAPCOA) for Implementation of the Air Pollution Control District's Smoke Management Program and Activities Related to Prescribed Burning, as well as for support of District activities associated with prescribed burning and smoke management.

Air Pollution Control District 2021-6

On June 25, 2019, the Air Pollution Control Board Approved Resolution 2019-10 to Accept these grant Funds from California Air Resources Board (CARB).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the extended grant agreement and forego the grant funding opportunity.

FINANCIAL IMPACT:
No Financial Impact. 100% grant funded. Grant amount shall not exceed $20,000 for a term of beginning June 1, 2019 and terminates on June 30, 2022. A Budget Action will be forthcoming at a later date.

ATTACHMENTS:
Signed G18-PBRM-12-1 (PDF)
Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

STATE OF CALIFORNIA
California Environmental Protection Agency
AIR RESOURCES BOARD
ASD/BCGB-337 (NEW 10/2017)

GRANT AGREEMENT COVER SHEET

	GRANT NUMBER: G18-PBRM-12-**1**
NAME OF GRANT PROGRAM: Prescribed Burn Reporting and Monitoring Support Program	
GRANTEE NAME: Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED: $20,000.00
FISCAL GRANT TERM: ~~FROM: June 1, 2019~~	~~TO: June 30, 2021~~
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT: FROM: June 1, 2019	TO: June 30, ~~2021~~ **2022**

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee"). The parties mutually agree to amend this Grant Agreement. Amendments are shown as deletions in ~~strikethrough~~ and as additions in **bold and underlined** text. All other terms and conditions remain the same.

Exhibit A – Grant Agreement Provisions
- Attachment I – Work Tasks and Project Elements

Exhibit B – Work Statement
- Attachment I – Budget Summary
- Attachment II – Project Schedule

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.
The purpose of Amendment 1 is to revise Exhibits A and B and extend the time of the project.
This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME: California Air Resources Board	GRANTEE'S NAME (PRINT OR TYPE): Mariposa County Air Pollution Control District
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:	SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION): Eric Sergienko
TITLE: Branch Chief / DATE:	TITLE: Air Pollution Control Officer / DATE: 6/14/21
STATE AGENCY ADDRESS: 1001 I Street, Sacramento, CA 95814	GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE): P.O. Box 5, Mariposa, CA 95338

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT: $0.00	PROGRAM: 3510000D32	PROJECT:	ACTIVITY:		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT: $20,000.00	FUND TITLE: Greenhouse Gas Reduction Fund				FUND NO.: 3228
TOTAL AMOUNT ENCUMBERED TO DATE: $20,000.00	(OPTIONAL USE):		FISCAL SUPPLIER ID: 28196	CHAPTER: 29	STATUTE: 2018
APPR REF: 601 / ACCOUNT/ALT ACCOUNT: 5432000	REPORTING STRUCTURE: 39007100	SERVICE LOCATION: 54201		FISCAL YEAR (ENY): 2018	

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: Geremia San Cecere	DATE: 06/14/2021

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. The Prescribed Burn Reporting and Monitoring Support Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

1. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.

2. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

3. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

CALIFORNIA
AIR RESOURCES BOARD

4. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

C. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: **$20,000**

This grant is intended to provide resources to air pollution control districts for an enhanced smoke management program. This includes enhanced reporting of prescribed fire activity in their regions, air monitoring of prescribed fires, improved public outreach regarding prescribed fires, and resources for district staff to attend regional training sessions on different elements of the State's smoke management program.

D. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Calaveras County Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.

2. The CARB Project Liaison is ~~John DaMassa~~ **Greg Vlasek**. Correspondence regarding this project must be directed to:

~~John DaMassa, Chief~~ **Greg Vlasek, Manager**
Agricultural and Prescribed Burning Support Section
Modeling and Meteorology Branch
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812
Greg.Vlasek@arb.ca.gov

3. The Grantee Liaison is ~~Dave Conway~~ **Eric Sergienko**. Correspondence regarding this project must be directed to:

   ~~Dave Conway~~ **Eric Sergienko**
   Air Pollution Control Officer
   Mariposa County Air Pollution Control District
   P.O. Box 5
   Mariposa, California 95338

E. GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

F. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section E of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. ~~Upon completion of the project milestones, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for their review and approval. CAPCOA will prepare a comprehensive draft Final Report for submission to CARB no later than January 31, 2021. In addition, the~~ **The** Grantee must submit a final Grant Disbursement Request to **CARB Accounting Section at accountspayable@arb.ca.gov with a cc to** the CARB Project Liaison no later than ~~March 31, 2021~~ **May 28, 2021. The Grantee must submit electronically, based on CARB's current electronic submission guidance at the time of the request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.**

3. **Upon completion of the project milestones and no later than May 28, 2022, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for their review and approval.** The Grantee must **also** submit a Final Report to CAPCOA for their review and

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

approval. CAPCOA will prepare a comprehensive Final Report for submission to CARB within thirty (30) days of project completion but no later than ~~March 31, 2021~~ **June 30, 2022**.

4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

G. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. CARB is responsible for the following:

a. Participating in a project kick-off meeting or conference call coordinated by CAPCOA, and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;

c. Providing project oversight and accountability (in conjunction with the Grantee); and

d. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

a. Participating in a project kick-off meeting or conference call;
b. Ensuring that all project tasks are completed during the period of this grant;
c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
d. Overseeing the project budget and funds; and
e. Coordinating with CAPCOA on the submission of quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work also includes the tasks and project elements

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

described in Attachment I.

4. Project Kick-off and Ongoing Coordination

Grantee will participate in a kickoff meeting with similar grantees, CAPCOA and CARB. This meeting will be coordinated by CAPCOA, will take place at the onset of the grant, and will cover expectations throughout the period of the grant. In addition, the meeting will include discussion of the ongoing coordination that will be required between the Grantee and CAPCOA.

5. Progress Reports

The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

6. Final Report

The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by ~~January 31, 2021~~ **May 28, 2022**, and a comprehensive Final Report by ~~March 31, 2021~~ **June 30, 2022**. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise the Grantee must submit them directly to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

a. Accounting summary of funds expended;
b. Summary of work completed by the Districts; and
c. Narrative of how the milestones have been met.

H. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to **$20,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

project for all project activities performed during the term of the Grant Agreement.

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, ~~2021~~ **2022** ~~or the reversion date of the appropriation~~.

3. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms

a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

4. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section M, General Grant Provisions.

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.

c. The above documentation must be provided to CARB in the Final Report.

I. PROJECT MONITORING

1. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to quarterly Progress Reports submitted by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

J. DOCUMENTING EXPENDITURE OF STATE FUNDS

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA after all project funds have been expended. As specified in Sections G.5 and G.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

K. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

5. CAPCOA will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.

L. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

M. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.

3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.

5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.

6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Agreement term.

8. **Disputes:** Unless CARB issues a grant suspension order under Section G.4 of this Agreement, the parties must continue with their responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.

11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.

12. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity solely for the purposes of CARB's enforcement of this Grant Agreement.

13. **Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

15. **Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.

16. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third-party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

17. **No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

18. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

19. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

20. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

21. **Termination:** In addition to the termination provisions in Section G.4 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.

22. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

23. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

ATTACHMENT I

Work Tasks and Project Elements

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period, and will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment. **Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.**
2. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
3. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for all prescribed burns in their jurisdiction where feasible. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request. In addition, CAPCOA will be coordinating regional, group training sessions on the use of PFIRS.
4. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
5. Grantee will coordinate with CAPCOA to ensure that all prescribed burn projects in their jurisdiction larger than 10 acres in size or estimated to produce more than one ton of particulate matter, have a smoke management plan as required by 17 CCR Section 80160.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
   a. Burns requested, burns permitted, acreage burned.
   b. Locations of burns (in latitude and longitude where this information exists).
   c. Type(s) of fuels burned for each prescribed burn.
   d. Number and locations of prescribed burns monitored during the reporting period.
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

EXHIBIT B

Work Statement

Budget Summary (Attachment I)
Project Schedule (Attachment II)

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

EXHIBIT B, Attachment I

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G18-PBRM-12-1

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

Project Funds	$18,000
Administrative Costs	$2,000
Total Costs	$20,000

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

EXHIBIT B, Attachment II

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G18-PBRM-12-1

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a kickoff meeting for this grant.	June 2019
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for the Prescribed Fire Information System (PFIRS), monitor deployment, and smoke modeling. Ensure that all personnel participating in the program are familiar with the procedures for each.	As needed
For a number of prescribed burns to be determined by CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, ensure valid data are being reported during the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Utilize PFIRS for all prescribed burns within the grantee's jurisdiction where feasible.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	~~January 31, 2021~~ **May 28, 2022** (draft final report) and ~~March 31, 2021~~ **June 30, 2022** (final report)

Attachment: Signed G18-PBRM-12-1 (APCD-2021-6 : Ratify Changes to Grant Agreement for CARB Prescribed Burn Reporting and Monitoring

RECEIVED
JUN 11 2019
MARIPOSA COUNTY
HEALTH DEPARTMENT
ORIGINAL

STATE OF CALIFORNIA
California Environmental Protection Agency
AIR RESOURCES BOARD
ASD/BCGB-337 (NEW 10/2017)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G18-PBRM-12

NAME OF GRANT PROGRAM
Prescribed Burn Reporting and Monitoring Support Program

GRANTEE NAME
Mariposa County Air Pollution Control District

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER
94-6000880

TOTAL GRANT AMOUNT NOT TO EXCEED
$20,000.00

FISCAL GRANT TERM
FROM: June 1, 2019 TO: June 30, 2021

PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT
FROM: June 1, 2019 TO: June 30, 2021

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions
- Attachment I – Work Tasks and Project Elements

Exhibit B – Work Statement
- Attachment I – Budget Summary
- Attachment II – Project Schedule

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME	GRANTEE'S NAME (PRINT OR TYPE)
California Air Resources Board	Mariposa County Air Pollution Control District
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Brandy Hunt	SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)
TITLE: Contracts, Procurement, and Grants Branch Chief, ASD — DATE: 5/17/19	TITLE: Air Pollution Control Officer — DATE: 5/16/19
STATE AGENCY ADDRESS: 1001 I Street, Sacramento, CA 95814	GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE): P.O. Box 5, Mariposa, CA 95338

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$20,000.00	3510000D32		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND NO.
$0.00	Greenhouse Gas Reduction Fund		3228
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	FISCAL SUPPLIER ID / CHAPTER	STATUTE
$20,000.00		28196 / 30	2018

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
601	5432000	39007100	54201	2018

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: — DATE: 5/3/19

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: — DATE: 5/3/19

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. The Prescribed Burn Reporting and Monitoring Support Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

a. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.

b. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

c. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

CALIFORNIA
AIR RESOURCES BOARD

d. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

C. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: **$20,000**

This grant is intended to provide resources to air pollution control districts for an enhanced smoke management program. This includes enhanced reporting of prescribed fire activity in their regions, air monitoring of prescribed fires, improved public outreach regarding prescribed fires, and resources for district staff to attend regional training sessions on different elements of the State's smoke management program.

D. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.

2. The CARB Project Liaison is John DaMassa. Correspondence regarding this project must be directed to:

John DaMassa, Chief
Modeling and Meteorology Branch
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812

3. The Grantee Liaison is Dave Conway. Correspondence regarding this project must be directed to:

   Dave Conway
   Mariposa County Air Pollution Control District
   P.O. Box 5
   Mariposa, California 95338

E. GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

F. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section E of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for their review and approval. CAPCOA will prepare a comprehensive draft Final Report for submission to CARB no later than January 31, 2021. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2021.

3. The Grantee must submit a Final Report to CAPCOA for their review and approval. CAPCOA will prepare a comprehensive Final Report for submission to CARB within thirty (30) days of project completion but no later than March 31, 2021.

4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

G. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. CARB is responsible for the following:

a. Participating in a project kick-off meeting or conference call coordinated by CAPCOA, and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;

c. Providing project oversight and accountability (in conjunction with the Grantee); and

d. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

a. Participating in a project kick-off meeting or conference call;
b. Ensuring that all project tasks are completed during the period of this grant;
c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
d. Overseeing the project budget and funds; and
e. Coordinating with CAPCOA on the submission of quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work also includes the tasks and project elements described in Attachment I.

4. Project Kick-off and Ongoing Coordination

Grantee will participate in a kickoff meeting with similar grantees, CAPCOA and CARB. This meeting will be coordinated by CAPCOA, will take place at the onset of the grant, and will cover expectations throughout the period of the grant. In addition, the meeting will include discussion of the ongoing

coordination that will be required between the Grantee and CAPCOA.

5. Progress Reports

The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

6. Final Report

The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by January 31, 2021, and a comprehensive Final Report by March 31, 2021. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise the Grantee must submit them directly to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

a. Accounting summary of funds expended;
b. Summary of work completed by the Districts; and
c. Narrative of how the milestones have been met.

H. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to **$20,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation.

3. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms

a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

4. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section M, General Grant Provisions.

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.

c. The above documentation must be provided to CARB in the Final Report.

I. PROJECT MONITORING

1. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to quarterly Progress Reports submitted by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

J. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA after all project funds have been expended. As specified in Sections G.5 and G.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

K. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

5. CAPCOA will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.

L. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

M. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.

3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.

5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.

6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

   The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement.

   The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Agreement term.

8. **Disputes:** Unless CARB issues a grant suspension order under Section H.4 of this Agreement, the parties must continue with their responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.

11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.

12. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity solely for the purposes of CARB's enforcement of this Grant Agreement.

13. **Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

between the Grantee and any other entity concerning responsibility for performance of work.

14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

15. **Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.

16. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third-party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

17. **No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

18. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

19. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

20. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

21. **Termination:** In addition to the termination provisions in Section H.4 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.

22. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

23. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

ATTACHMENT I

Work Tasks and Project Elements

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period, and will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment. **Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.**
2. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
3. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for all prescribed burns in their jurisdiction where feasible. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request. In addition, CAPCOA will be coordinating regional, group training sessions on the use of PFIRS.
4. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
5. Grantee will coordinate with CAPCOA to ensure that all prescribed burn projects in their jurisdiction larger than 10 acres in size or estimated to produce more than one ton of particulate matter, have a smoke management plan as required by 17 CCR Section 80160.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
   a. Burns requested, burns permitted, acreage burned.
   b. Locations of burns (in latitude and longitude where this information exists).
   c. Type(s) of fuels burned for each prescribed burn.
   d. Number and locations of prescribed burns monitored during the reporting period.
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

EXHIBIT B

Work Statement

Budget Summary (Attachment I)
Project Schedule (Attachment II)

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

EXHIBIT B, Attachment I

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G18-PBRM-12

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

Project Funds	$18,000
Administrative Costs	$2,000
Total Costs	$20,000

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

EXHIBIT B, Attachment II

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G18-PBRM-12

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a kickoff meeting for this grant.	June 2019
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for the Prescribed Fire Information System (PFIRS), monitor deployment, and smoke modeling. Ensure that all personnel participating in the program are familiar with the procedures for each.	As needed
For a number of prescribed burns to be determined by CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, ensure valid data are being reported during the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Utilize PFIRS for all prescribed burns within the grantee's jurisdiction where feasible.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	January 31, 2021 (draft final report) and March 31, 2021 (final report)

Attachment: Original Grant Agreement for the CARB Prescribed Burn Reporting and Monitoring Support Program G18-PBRM-12 (APCD-2021-6

MARIPOSA COUNTY

Building · (209) 966-3934

ORDINANCE 2021-1164

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Kinslow, Building Director

RE: Ordinance to Amend Chapter 15.10 of the Mariposa County Code

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RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 15.10 of the Mariposa County Code", Amending Chapter 15.10, Sections 040, 080, 100, 110, 130, 150, 160, 180, 190, and 200 of the Building and Construction Code to clarify the intent of the adoption of the codes.

Amend Chapter 15.10, Sections 040, 080, 100, 110, 130, 150, 160, 180, 190, and 200 to clarify the intent of the adoption of the codes. The wording “as adopted by HCD 1, HCD1 A/C, and State Fire Marshall Title 24” in the existing ordinance allows for a misinterpretation of the adoption of the State Building Codes. This wording does not represent the intent when the 2019 Building Codes were adopted. For clarification, and to avoid any confusion as to the intent when adopted, Building is requesting this amendment to County Code to state “as amended by the California Building Standards Commission including the most current errata”.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This ordinance was introduced on June 22, 2021.

The 2019 California Building Codes were adopted by Ordinance # 2019-1147, on November 5, 2019.

The Building Department routinely informs the Board of Supervisors of issues which arise and offers the best course of action to remedy the situation. The Board customarily grants approval to the suggested resolution if it is shown to be in the best interest of the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not adopt the ordinance amending Chapter 15.10 and continue the inconsistency between the County and the State. Do not adopt the ordinance and require additional time spent to clarify, and respond to questions regarding the original intent.

ATTACHMENTS:
2021 Adoption Final (PDF)

REF ID# 11869

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

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15.10 OF THE MARIPOSA COUNTY CODE

WHEREAS, the Board of Supervisors desire to amend Chapter 15.10 of the Mariposa County Code; and

WHEREAS, the County has adopted the latest State Building Standards Code as required by Government Code; and

WHEREAS, the County finds that the original wording of the ordinance to adopt the 2019 California Building Code is not of sufficient clarity to establish the intent when adopting the code; and

WHEREAS, the County wishes to remove any inconsistencies within the ordinance adopting of the code and the State Law; and

WHEREAS, this ordinance amending Chapter 15.10 of the Mariposa County Code is found to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of CEQA Guidelines as there is no potential for the project to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 15.10 of the Mariposa County Code is hereby amended to read as follows:

15.10.040 California Building Code and Appendixes Adopted

Except as hereafter changed or modified, the California Building Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Code Council, 2019 Edition Part 2, Volumes 1 and 2, and Appendixes "B" Board of Appeals, “C” Group U—Agricultural Buildings and “J” Grading, are adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be known and referred to as the Building Code of the County.

15.10.080 California Residential Code Adopted

Attachment: 2021 Adoption Final (2021-ORD-1164 : Ordinance to Amend Chapter 15.10 of the Mariposa County Code)

Except as hereafter changed or modified, the California Residential Code, Part 2.5 and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Code Council, 2019 Edition, Chapter 1, Division II Administration, are adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be known and referred to as the Residential Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.100 California Electrical Code Adopted

The California Electrical Code, Part 3 and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by BNi Publications, Inc., 2019 Edition, is adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Electrical Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.110 California Mechanical Code Adopted

The California Mechanical Code, Part 4 and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Association of Plumbing and Mechanical Officials, 2019 Edition, Chapter 1, Division II, Administration, are adopted by reference and incorporated in this Chapter as if fully set forth herein, with the following revisions, and shall be referred to as the Mechanical Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.130 California Plumbing Code Adopted

The California Plumbing Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata and published by the International Association of Plumbing and Mechanical Officials, Part 5, 2019 Edition, Chapter 1, Division II, Administration, are adopted by reference and incorporated in this Chapter as if fully set forth herein, with the following revisions, and shall be referred to as the Plumbing Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.150 California Energy Code and Appendixes Adopted

Attachment: 2021 Adoption Final (2021-ORD-1164 : Ordinance to Amend Chapter 15.10 of the Mariposa County Code)

The California Energy Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata and published by the International Code Council, 2019 Edition, Part 6, are adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Energy Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.160 California Historical Building Code Adopted

The California Historical Building Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata and published by the International Code Council, 2019 Edition, Part 8, are adopted by reference and incorporated in this Chapter as if fully set forth herein, with the following revisions, and shall be referred to as the Historical Building Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.180 California Existing Building Code Adopted

The California Existing Building Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata and published by the International Code Council, 2019 Edition, Part 10, is adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Existing Building Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.190 California Green Building Standards Code Adopted

The California Green Building Standards Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Code Council, 2019 Edition, Part 11, is adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Green Building Standards Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

Section 15.10.200 California Referenced Standards Code Adopted

The California Referenced Standards Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Code Council, Part 12, 2019 Edition, is

Attachment: 2021 Adoption Final (2021-ORD-1164 : Ordinance to Amend Chapter 15.10 of the Mariposa County Code)

adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Referenced Standards Code of the County. A copy of said code shall be kept and maintained by the Building Official for use and examination by the public.

SECTION II: *The purpose of this Ordinance is to clarify the wording contained within Ordinance #2019-1147 adopted on November 5, 2019. The Ordinance is adopted under the authority of Government Code Section 50022.2 and Health and Safety Code Sections 17958.7 and 18941.5.*

SECTION III: *In the event of any conflict between this Ordinance and any law, rule or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this Code.*

SECTION IV: *If any section, subsection, sentence, clause or phrase contained in this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance, and any section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.*

SECTION V: *Nothing in this Ordinance or in the California Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby amended as cited in this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.*

SECTION VI: *This Ordinance shall become effective August 5, 2021 pursuant to Government Code Section 25123.*

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____, 2021 by the following vote:

AYES:
NOES:

Attachment: 2021 Adoption Final (2021-ORD-1164 : Ordinance to Amend Chapter 15.10 of the Mariposa County Code)

ABSENT:
ABSTAINED:

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

STEVE DAHLEM, County Counsel

Attachment: 2021 Adoption Final (2021-ORD-1164 : Ordinance to Amend Chapter 15.10 of the Mariposa County Code)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-397

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Alliance for Connections Homeless Shelter

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Alliance for Community Transformations to operate the Connections Emergency Shelter in an amount not to exceed $422,914, less the amount of additional grants awarded to Contractor that would fulfill or offset services outlined within the scope of work of this contract (if received and expended during the term of this agreement); and authorize the Board of Supervisors Chair to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County 2019-2024 Housing Element establishes goals and objectives for Mariposa County's housing needs. The ongoing operation of the Connections Emergency Shelter specifically addresses two objectives - five and eight:

Objective Five: Fulfill Special Housing Needs

5.7 Connections Emergency Shelter provides housing for disabled, elderly, and very low and low income households. Through Mariposa County Health & Human Services, the County supports and facilitates Alliance, a non profit, in applying for funds from available state and federal programs to provide housing for special needs populations.

5.8 Connections Emergency Shelter addresses the needs of the homeless community.

Objective Eight: Facilitate Emergency Housing

8.1 The County continues to apply for emergency housing funds from state and federal sources and uses those awards to provide emergency housing at Connections Emergency Shelter.

Connections provides 24/7 shelter, case management, and referrals to employment and permanent housing for individuals experiencing homelessness or in crisis in Mariposa County. At full capacity, Connections has 42 beds. In June of 2021, data on individuals utilizing Connections Emergency Shelter revealed:

6% veterans

7% homeless youth

87% had connection to Mariposa

24% employed but unable to afford rent

Since Connections was established, 14% of residents obtained employment because they had stable housing and supportive services. The average length of stay at the shelter is 19 days.

This contract provides funding to Alliance for staffing, program supplies, and operation of the shelter. It does not provide funding for rent.

The Board approved the current Agreement for the Connections Homeless Shelter Program on July 21, 2020 through Resolution No. 2020-427.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Mariposa County would no longer fully meet its obligations under the 2019-2024 Housing Element related to Objectives 5 and 8. The County would no longer have an option for short-term emergency housing for individuals experiencing homelessness or in crisis from which they can receive stability and supportive services.

FINANCIAL IMPACT:
Multiple existing and new funding sources may be used through the Health and Human Services Agency to fund this Program. These include: Social Services Realignment, Homeless Housing Assistance Prevention (HHAP) grant funds, HomeSafe program funds etc. No General Fund is being sought at this time for this program and there is no impact on the General Fund.

ATTACHMENTS:
Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (PDF)

RESULT: **ADOPTED [3 TO 0]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Miles Menetrey
ABSTAIN: Wayne Forsythe
EXCUSED: Rosemarie Smallcombe

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

AGREEMENT FOR COUNSELING AND COMMUNITY 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 Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

Contractor shall perform counseling and community 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 $422,914 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 purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

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8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

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

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

12. COMPLIANCE

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

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

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	Alison Tudor, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Description of Services

Alliance for Community Transformations, Connections Emergency Shelter, agrees to do the following:

A. Maintain and monitor all aspects of the 24 hour, 7 days a week (24/7) emergency homeless shelter, including, but not limited to:
   a. Ensuring adequate personnel at all levels of operations 24/7.
   b. Managing and maintaining the shelter property, adhering to all State, Federal, and local regulations for the site.
   c. Completing intakes for all participants.
   d. Coordinating and ensuring that all participants have access to appropriate health screenings.
   e. Providing nutritious snacks and beverages for participants.
   f. Working collaboratively with partner agencies to ensure safety for all participants and staff. This may include, but not be limited to, developing MOU's with the Sheriff's Office & Jail, County Probation Department, and other community agencies.
   g. Tracking the number of participants and length of stay.
   h. Tracking all case management services provided to participants including, but not limited to, referrals to housing, referrals for any and all supportive services needed, collect baseline data such as, vital documents, employment, and education status.
   B. Perform intakes, provide intense individualized case planning, and provide case management/supports at a minimum of weekly in order to support individuals experiencing homelessness, recognizing all programming is voluntary.

C. Participate in regular multi-agency team meetings to coordinate housing support for individuals experiencing homelessness (housing team, CoC calls, housing MDT meetings, et al.).

D. Attend meetings with Mariposa County Health & Human Services Agency to review data, provide program updates, and review program documents.

E. Conduct assessment intakes utilizing agreed upon assessment tools for every household seeking any type of housing-related assistance to be included into the HMIS data collection system.

F. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services wherever possible.
   a. Coordinate with the HHSA housing team and community partners to identify locations where clients can best have their needs met. This may include moving an individual to/from a scattered site. Eviction from an

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

emergency shelter bed whether it is at Connections or at an emergency shelter scattered site must be staffed at the weekly housing meeting first unless there is an immediate safety and danger to other clients and staff.

G. Track household progress within the various housing programs as necessary for continuity of care.
H. Provide person-centered case management at a minimum of weekly in order to support households seeking housing, recognizing that all services are voluntary.
I. Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including but not limited to Homeless Management Information System (HMIS) and Central Sierra Continuum of Care's (CoC) Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
    a. All housing intake referrals must be completed within five (5) business days.
    b. All housing intakes must be input into the HMIS & CoC's data systems within three (3) business days of the intake interview.
    c. The contractor will attend local, regional, and statewide housing meetings, as applicable.
    d. Assist with the annual point in time (PIT) count.
    e. The contractor shall submit monthly reports to HHSA.
J. Submit detailed invoices and receipts of exact costs requesting payment to Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.
K. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).
L. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates

Mariposa County Health and Human Services will provide the following services to help support Alliance for Community Transformations, Connections Emergency Shelter:

A. Hold administrative team meetings to review and evaluate program performance, integrity and effectiveness.
B. Accept referrals from Alliance for Community Transformations, Connections Shelter, professionally and timely.
C. Pay appropriate invoices within thirty (30) days upon receipt.
D. Assist Connections in obtaining and providing appropriate documentation to meet program and fiscal requirements.

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

Exhibit B

COST PROPOSAL

Connections Emergency Shelter Budget

July 1, 2021 - June 30, 2022		
Total funding needed:	$ 422,914	
Personnel		
Executive Director: oversees grant management and program direction; fills in for director when needed	$ 5,000	
Program Director 5: oversees all staff, grants and daily operations at Connections	$ 67,369	
Program Specialist 5.1 : supports on site systems, data entry & tracking at Connections	$ 5,783	
Program Specialist 6.1 (Lead): responsible for daily operations, provides support to fellow staff when supervisor is not available	$ 41,408	
Program Specialist 32: responsible for daily operations of shelter	$ 40,700	
Program Aide (vacant) : supports daily operations at shelter Monday-Friday, daytime hours	$ 33,322	
Program Aide 3: supports daily operations at shelter Monday- Friday nights	$ 34,523	
Program Aide 4: supports daily operations at shelter on weekend nights	$ 13,670	
Program Aide (vacant): supports daily operations at shelter on weekend days, daytime hours	$ 13,306	
Program Aide, Extra Help (vacant): fills in for staff during abscences at shelter	$ 6,653	
Overtime: cost of hourly staff's overtime when necessary	$ 8,600	
Personnel subtotal	*$*	*270,334*
Employee Benefits - 21% of staff time	$ 56,770	
Personnel total	$ 327,104	
Operating		
Interest: monthly interest paid for vehicle	$ 526	
Insurance: portion of shared direct cost	$ 2,200	
IT Services: cost to maintain server, firewall, etc	$ 280	
Fees: cost of time management software	$ 648	
Audit/Taxes: portion of shared direct cost	$ 450	
Accounting: portion of shared direct cost	$ 800	

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

Subtotal of shared costs	*$ 4,904*
Computer Equipment	$ 150
Furniture	$ 300
Major Equipment: monthly vehicle payment	$ 2,820
Office & Shelter Communications: phones & internet	$ 2,459
Office & Shelter Rent	
Office & Shelter Utilities: trash, utility & water costs	$ 19,877
Facility repairs & maintenance	$ 1,290
Subtotal of facility costs	*$ 26,896*
Shelter supplies	$ 3,248
Office supplies	$ 700
Food	$ 360
Postage	$ 25
Printing & copying	$ 2,640
Training	$ 1,000
Mileage	$ 700
Assistance to clients	$ 175
Subtotal of programmatic costs	*$ 8,848*
Operating total	$ 40,648
Direct costs	$ 367,752
Indirect costs	$ 55,162
Total costs	$ 422,914

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

ATTACHMENT

Emergency Shelter Monthly Reporting

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Gender	Totals
Assigned at Birth	
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	

Sexual Orientation	Totals
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals
English	
Spanish	
Unknown/other	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Emergency Shelter Reporting	
Program Name:	Connections Emergency Shelter
Reporting Month:	

Captured Data	Totals
Daily Average	
Unduplicated Monthly Average	
Duplicated Monthly Average	
Number of People referred to Behavioral Health and Recovery Services	
Average Duration of Stay	
Unduplicated number that have ties to Mariposa County	
Monthly Animal Average	
How Many Individuals were Housed in the last month	
How many individuals were re-admitted within 30 days	
Number of disciplinary actions	

Report Nature of Disciplinary Actions

Disability	Totals
Difficulty Seeing	
Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

Clients	Date	Critical Disciplinary Actions Taken	Non-Critical Disciplinary Actions Taken

Housing Reporting Requirements

Housing Reporting	
Program Name	Housing Supportive Services: Connections Shelter
Reporting Month	

Data to Capture	Totals
Numbers of Intakes in reporting Period	
Number of VI-SPADT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within reporting period	

Attachment: Alliance (Connections HS) Agreement 2022v3 - June 11 2021 (RES-2021-397 : Agreement with Alliance for Connections Homeless

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-398

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the PW Director to File a Revised Project List for RMRA Road Projects for FY 21/22

RECOMMENDATION AND JUSTIFICATION:
Authorize the Public Works Director to File a Revised Project List for RMRA Road Projects for FY 21/22 with the State Transportation Commission.

On May 25, 2021, the Board approved a project list with Resolution 2021-301. Subsequent to that approval, errors were noted in the approved project list. The original Resolution 2021-301 cannot be rescinded as it meets the California Transportation Commission's (CTC) deadline of July 1, 2021 in order to receive this FY 21/22 Road Maintenance Funding. Consequently, staff is now requesting approval of a revised project list.

Revised FY 21/22 Project List changes are:
1. Road Shoulder Weed Abate - Useful Life changed from Annual to 1 Year.
2. Gravel Road Maintenance - Useful Life Blank changed to 1 Year

RMRA is road maintenance funding which is referred to as SB1 funding. Over the past four (4) years the funding has proven invaluable for meeting local share in the aftermath of numerous disaster events and to deliver road improvements to the County Maintained System.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 25, 2021 Resolution 2021-301 the Board approved a project list to be submitted to the State Transportation Commission for FY 21/22.
The Board has passed this annual Resolution each and every year since passage of SB1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the revisions can not be submitted.

FINANCIAL IMPACT:
The Board is required to appropriate Maintenance of Effort Funding in order to receive SB 1 Funding

ATTACHMENTS:

2021-2022 SB1 Project List Exhibit A(PDF)
Revised 21-22 RMRA Project List (PDF)

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

EXHIBIT "A"

FY 21 / 22 RMRA Project List Submittal

Projecrt Title	Project Description	Project Location	Quantity	Unit	Estimated Project Schedule	Useful Life
Roadway Stripping	Paint Center and Fog Lines	Countywide Use	90	Road Miles	July 2021 - June 2022	4 years
Road Shoulder Weed Abate	Remove weeds both mechanical and chemical app.	Countywide Use	560	Miles	July 2021 - June 2022	Annual
Maintain Paved Surfaces	Fog Seal	Triangle Road - SR 49 to Tip Top	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Chowchilla Mountain - SR49 to Harris Cutoff Road	1.7	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Westfall Road - Chowchilla Mountain Road to Dirt	1	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Darrah Road	5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	West Whitlock Road	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Whitlock Road	2.4	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Schilling Rd	2	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Bondurant Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dogtown Rd	5.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Greeley Hill Rd	10	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Fiske Rd	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dexter Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Tip Top Road	2.3	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Sherlock Road	3.5	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Scool House Road	1.94	Miles	July 2021 - June 2022	8 Years
Purchase Road Maint. Equipment	Purchase Excavator for Steep Terrain Hazardous Fuel Reduction	Countywide Use	1	Each	July 2021 - June 2022	10
Gravel Road Maintenance	Grade and add rock to County Maintained Gravel Roads	Countywide			July 2021 - June 2022	
ROW Hazard Tree Removal	Remove Hazard Trees as deemed safety hazard	Countywide			July 2021 - June 2022	30 years
Upgrade Regulatory Signage	Replace Reg. Signage for Retroreflectivity	Countywide			July 2021 - June 2022	7 Years
Darrah bridge construction	Fund Bridge Replacement	Darrah Road Bridge			July 2021 - June 2022	40 Years

Attachment: 2021-2022 SB1 Project List Exhibit A (RES-2021-398 : Authorize the PW Director to File a

Revised EXHIBIT "A"

FY 21 / 22 RMRA Project List Submittal

Project Title	Project Description	Project Location	Quantity	Unit	Estimated Project Schedule	Useful Life
Roadway Striping	Paint Center and Fog Lines	Countywide Use	90	Road Miles	July 2021 - June 2022	4 years
Road Shoulder Weed Abate	Remove weeds both mechanical and chemical app.	Countywide Use	560	Miles	July 2021 - June 2022	Annual - 1 year
Maintain Paved Surfaces	Fog Seal	Triangle Road - SR 49 to Tip Top	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Chowchilla Mountain - SR49 to Harris Cutoff Road	1.7	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Westfall Road - Chowchilla Mountain Road to Dirt	1	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Darrah Road	5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	West Whitlock Road	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	East Whitlock Road	2.4	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Schilling Rd	2	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Bondurant Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dogtown Rd	5.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Greeley Hill Rd	10	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Fiske Rd	1.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Slurry Seal	Dexter Rd	2.5	Miles	July 2021 - June 2022	5 years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Tip Top Road	2.3	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	Sherlock Road	3.5	Miles	July 2021 - June 2022	8 Years
Maintain Paved Surfaces	Crack Seal & Chip Seal	School House Road	1.94	Miles	July 2021 - June 2022	8 Years
Purchase Road Maintenance. Equipment	Purchase Excavator for Steep Terrain Hazardous Fuel Reduction	Countywide Use	1	Each	July 2021 - June 2022	10 Years
Gravel Road Maintenance	Grade and Add Rock to County Maintained Gravel Roads	Countywide			July 2021 - June 2022	BLANK - 1 Years
ROW Hazard Tree Removal	Remove Hazard Trees as deemed safety hazard	Countywide			July 2021 - June 2022	30 years
Upgrade Regulatory Signage	Replace Reg. Signage for Retro-reflectivity	Countywide			July 2021 - June 2022	7 Years
Harris Rd Culvert at Creel Rd	Preliminary Engineering / Feasibility Study	Harris Rd at Creel Rd			July 2021 - June 2022	4 Years
Darrah bridge construction	Fund Bridge Replacement	Darrah Road Bridge			July 2021 - June 2022	40 Years

Attachment: Revised 21-22 RMRA Project List (RES-2021-398 : Authorize the PW Director to File a

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-399

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adopt Countywide Ergonomic Program Policy & Procedures

RECOMMENDATION AND JUSTIFICATION:
Adopt Countywide Ergonomic Program Policy, Employee request for Ergonomic Evaluation Form, and List of Pre-Approved Ergonomic Equipment.

This Program is meant to identify and minimize musculoskeletal disorders and repetitive motion injuries (RMIs) that have the potential to arise in the course of employment with the County of Mariposa.

This Policy & its procedures promotes a pro-active approach and encourages employee notification of discomfort to ensure risk factors are identified and minimized before an injury occurs. Additionally, it offers a pro-active approach for new employees by providing ergonomic information on the Program, risk factors associated with RMIs, symptoms, and methods used by the County to minimize RMIs as part of the New Employee Orientation as well as a formal ergonomic evaluation within fourteen (14) days of their date of hire.

Implementation of the Employee Request for Ergonomic Evaluation form will provide employees with a tool to easily submit a request for ergonomic evaluation and provide the Ergonomics Program Officer with helpful information from the requester.

Implementing the policy of purchasing solely off of the list of pre-approved ergonomic equipment will minimize the risk factor exposure through appropriate design of the workplace and equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In May 2021, the County Counsel/Risk Management Office hired an Ergonomic Specialist to develop an Ergonomics Program Policy and Procedures, provide ergonomic assessment training to three County employees, and perform 20 ergonomic workstation evaluations. Training and evaluations were completed on June 1-2, 2021 and recommendations were provided the following week by the Ergonomic Specialist.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Continue to conduct business without a formal policy and procedure.

ATTACHMENTS:
Mariposa Ergo Program (PDF)
Mariposa Ergo Request (PDF)
Mariposa Ergo Equip (PDF)

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

COUNTY OF MARIPOSA ERGONOMICS PROGRAM

In accordance with

CCR, TITLE 8, SECTION 5110

Enacted: add dates

Revised: add dates

Attachment: Mariposa Ergo Program (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

EXECUTIVE SUMMARY

The Program is meant to identify and minimize musculoskeletal disorders and repetitive motion injuries that have the potential to arise in the course of employment with the *County of Mariposa.* The Ergonomics Program Officer is Rhonda Scherf.

Specific responsibilities are set forth in the Program in the following categories:

- *County of Mariposa* (as an organization) (p. 2)
- Ergonomics Program Officer (p. 2)
- Administration (p. 3)
- Employees (p. 3)

The Program is comprised of seven elements:

- Training (p. 4)
- Surveillance (p. 4)
- Evaluation (p. 4)
- Control Strategies (p. 4)
- Follow-up (p. 5)
- Communication (p. 5)
- Documentation (p. 5)
- Equipment Purchasing (p. 5)

All *County of Mariposa* employees are expected to participate in the Ergonomics Program. Failure to do so may result in injury and/or illness, lost time from work, reduced morale and quality of work, and/or disciplinary action in accordance with County policies.

PURPOSE

The purpose of this program is to identify repetitive motion and other ergonomics hazards at *County of Mariposa* and implement risk reduction methods to minimize the occurrence of such injuries and help improve the quality of life in Mariposa County through the efficient delivery of outstanding public services.

APPLICABILITY

The Ergonomics Program applies to all employees of *County of Mariposa*, including regular part-time and full-time employees, and contract employees who are under *County of Mariposa's* direct control and supervision.

RISKS OF NON-COMPLIANCE

Failure to follow this program may result in increased injury or illness to employees, resulting in long term or permanent changes to the employees safety and health.

Attachment: Mariposa Ergo Program (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

DEFINITIONS

Ergonomics: The study of the relationship between people, their work and their physical work environment. The major goal of ergonomics is to fit the job to the individual and promote healthy and safe work practices.

Risk Factors: Poor workplace designs can present stressors called risk factors. These risk factors may include:

Repetition – the number of motions or movements that are performed per cycle/shift.
Force – the power of the muscles used to produce motion in order to perform necessary activities such as lifting, grasping, pinching, pushing, etc.
Extreme Postures – when muscles are required to work at a level near or at their maximum capacity.

Musculoskeletal Disorder (MSD): An injury or illness of the soft tissues of the upper extremity, shoulders and neck, lower back, and lower extremity that is primarily caused or exacerbated by workplace risk factors, such as sustained and repeated exertions or awkward postures and manipulations. (Examples include: tendonitis, epicondylitis, rotator cuff syndrome, low-back pain.)

Repetitive Motion Injury (RMI): Also known as repetitive stress injuries, an RMI is a type of stress injury that results from repetitive motions such as frequent bending or sustained awkward positioning performed over extended periods of time without allowing for sufficient rest. Examples of RMI are medical conditions resulting from repeated use of a body part.

ERGONOMICS PROGRAM OFFICER

Rhonda Scherf serves as the Ergonomics Program Officer and administers the responsibilities outlined within this program as applicable. The Program Officer can be reached at (209) 742-1233.

ORGANIZATIONAL RESPONSIBILITIES

1. County of Mariposa

- Set an expectation for compliance with the program.
- Allocate appropriate resources to implement and execute the program.
- Ensure operating and business needs integrate the requirements of the program.
- Integrate ergonomics principles into new or changed work designs, programs, specifications, and standards for equipment and work tasks.

2. Ergonomics Program Officer

- Coordinates the development, implementation, and maintenance of the Ergonomics Program in accordance with the *County of Mariposa* Injury and Illness Prevention Program.
- Fields requests for ergonomic evaluations.
- Involves management in ergonomic evaluations and development of control strategies.
- Promotes a pro-active approach and encourages employee notification of discomfort to ensure risk factors are identified and minimized before an injury occurs.

Attachment: Mariposa Ergo Program (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

- Monitors reports of employee injury and illness to ensure risk factors are identified and minimized.
- Upon diagnosis of a repetitive motion injury, conducts an ergonomic evaluation, ensures corrective action is taken, and arranges refresher training for all employees who perform the same or similar work activities that led to the injury.
- Maintains documentation of training, evaluation results, and control strategies implemented.
- Tracks and communicates regulatory requirements for ergonomics.
- Updates the written Ergonomics Program as needed; reviewed at least annually.

3. *County of Mariposa* **Administration**

- Incorporate employee participation and support of Ergonomics Program into annual performance review.
- Encourage employees to recognize and report possible RMI symptoms for early intervention.
- Recognize workplace conditions, work behaviors, and tasks that increase an employee's risk of developing RMIs.
- Initiate and participate in ergonomic evaluations and control strategy development with employees.
- Implement ergonomics principles into work designs, programs, specifications, and standards for equipment and work tasks.
- Ensure implementation of feasible control strategies to eliminate or minimize RMI risk factors, including modifications to work procedures and/or pace.

4. *County of Mariposa* **Employees**

- Complete required training by the established deadline.
- Use available resources to learn the causes of RMIs and methods of prevention.
- Take personal responsibility for identifying RMI risk factors, communicating this information with supervisors, and applying control strategies to prevent RMIs.
- Communicate ergonomics concerns to supervisor or Ergonomics Program Officer.
- Participate in the evaluation of the work area for potential risk factors and in development and implementation of control strategies.
- Correctly use the control strategies provided to reduce potential risk factors.
- Promptly report any discomfort or pain associated with a work task or operation to supervisor or Ergonomics Program Officer.

PROGRAM ELEMENTS

1. **Training**

Employees will be provided training as part of the New Employee Orientation required for all new hires and substitutes that includes an explanation of:

- The *County of Mariposa* Ergonomics Program
- Risk factors associated with RMIs
- Symptoms and consequences of RMIs
- The importance of promptly reporting symptoms and injuries
- Methods used by *County of Mariposa* to minimize RMIs

2. **Monitoring**

Gather information to determine the scope and characteristics of RMI exposures in the workplace. Indicators may include a review of:

Attachment: Mariposa Ergo Program (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

- Reports of occupational injuries/illnesses
- Incident investigations
- Hazard assessments
- Employee reports of discomfort, fatigue, or difficulties performing tasks

3. Evaluation

A formal ergonomic evaluation will be conducted within 14 days of a new employee's date of hire. Evaluations include:

- Employee reports of discomfort or any concerns with the workstation
- Description of and amount of time spent on different work activities and job tasks, and employees work and break schedule
- Description of current workstation set-up
- Any changes made to existing equipment during the evaluation
- Summary of discussions regarding work habits/body mechanics changes
- Recommendations for workstation corrections

Evaluations may also be conducted at any time upon employee request.

4. Control Strategies

The development and implementation of control strategies include engineering controls, administrative controls and/or personal protective equipment. More than one strategy may be feasible for minimizing risk factors.

- Engineering Controls minimize risk factor exposure through appropriate design of the workplace and equipment. Examples of engineering controls include adjusting workstations, tables, chairs, and equipment; appropriate selection and use of equipment and tools, modifying the design and layout of work areas, equipment, and tools; changing the way tools and materials are stored, handled, used, and transported. Engineering Controls will be sought out as a first means of controlling risk.
- Administrative Controls minimize risk factor exposure through appropriate work practices. Examples of administrative controls may include training; developing specific work programs and practices; reducing time spent on a particular work task; adjusting work pace, tasks, or schedule; rotating tasks among several employees; varying job content, programs, or schedule to offset risk factors.
- Personal Protective Equipment (PPE) minimizes risk factors by providing a barrier between the employee and the risk factor. Examples of PPE include padding, gloves, or safety glasses. PPE shall not be used as a substitute for feasible engineering or administrative controls. Back belts, splints, or braces are NOT considered PPE and should only be used as prescribed by a licensed physician.

5. Follow-up

Conduct and document follow-up evaluations to determine effectiveness of implemented controls. If control strategies are found to be ineffective during the follow-up evaluation, then different alternatives should be considered to address risk factors.

6. Communication

Share best practices and ergonomic improvements with management for review and possible system-wide implementation. This may include:

- Indicators of program effectiveness (e.g. reduction in number of illnesses, improved productivity)
- Ergonomics improvements

Attachment: Mariposa Ergo Program (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

7. Documentation

Maintain documentation to meet the requirements of this program and Cal/OSHA regulations including:

- Training content
- Employee name and job title
- Instructor's name
- Date of training
- Ergonomics evaluations
- Control strategies implemented and date of implementation
- Follow-up evaluations and control changes

8. **Equipment Purchasing**

The Ergonomics Program Officer will facilitate the purchasing of recommended ergonomic equipment arising out of workstation evaluations in accordance with budgets and the approved ergonomic equipment list.

Attachment: Mariposa Ergo Program (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

COUNTY OF MARIPOSA

EMPLOYEE REQUEST FOR ERGONOMIC EVALUATION

Mariposa offers ergonomic evaluations in an effort to make appropriate adjustments/modifications to an employee's workstation and equipment in order to prevent ongoing physical discomfort from occurring. Please complete this request and send to Ergonomic Program Officer only if you are experiencing minor discomfort from repetitive movements, have pain from a poor workstation design or want to prevent pain or discomfort caused by either. Upon request, be advised that the completion of an ergonomic evaluation may take up to two weeks.

There is no need to complete this request if one of the following pertains to you:

- If you have an open Worker's Compensation claim related to this request, contact Human Resources at (209) 742-1379.
- If you have a disability and are requesting reasonable accommodations, contact Human Resources at (209) 742-1379.

Name:_____

Department:_____

Extension:_____

Reason for request

[ ] I am experiencing pain and/or discomfort

[ ] To evaluate workstation setup

[ ] My Healthcare provider recommended that I have an ergonomic evaluation

[ ] Other

_____

_____

_____

Email this form to rscherf@mariposacounty.org

Attachment: Mariposa Ergo Request (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

COUNTY OF MARIPOSA

LIST OF PRE-APPROVED ERGONOMIC EQUIPMENT

MONITOR ARMS

Humanscale M2 and M2.1

Humanscale M8

Humanscale M8 Crossbar

Workrite Poise HD

Workrite Poise Dual

Omniview Monitor Arm – Varidesk

SIT/STAND MONITOR ARMS

Solace Stealth SOLACE STEALTH – SINGLE MONITOR SOL-ST-SA-M6W-17N-S SOLACE STEALTH, SINGLE MONITOR, METRO 6 PLATFORM, 17″ TRACK

SOL-ST-SA-M6W-22N-S SOLACE STEALTH, SINGLE MONITOR, METRO 6 PLATFORM, 22″ TRACK

Humanscale Quick Stand Lite (includes keyboard tray)

LX Sit/Stand Monitor Arm

Omniview - Varidesk

KEYBOARD TRAYS

Humanscale 2G System with 900 Board and Swivel Mouse or Clip Mouse

Humanscale 5G System with 900 Board and Swivel Mouse or Clip Mouse

Humanscale 6G System with 900 Board and Swivel Mouse or Clip Mouse

Workrite Banana Board System

Attachment: Mariposa Ergo Equip (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

SIT/STAND COMPATIBLE KEYBOARD TRAYS

Workrite Pinnacle AD Extended Range Arm with Banana Board or Advantage

CORNER SLEEVE

Humanscale DE200 up to 1.5 inch or DE250 1.5 inch to 2.5 inch Corner Sleeve Solution

CHAIRS

- Humanscale Freedom Task
- Humanscale Liberty

BIG & TALL

- Neutral Posture BTC Series
- Logic Plus+
- Smart Plus+

PETITE

- Neutral Posture 5000 Series
- J756 Ergogenesis
- Paramount PT69
- Liberty Task Chair

LUMBAR SUPPORT

Herman Miller

One bump is an "A" size, two bumps a "B" size, and three bumps organized in a triangle is a "C" size.

MOUSE

RollerMouse Free2 by Contour Designs

Attachment: Mariposa Ergo Equip (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

RollerMouse Pro2 by Contour Designs

OysterMouse by Ergoption

Pro Click Mouse

FOOTRESTS

Angle by Workrite

Contoured and Extra Wide Footrest by 3M

Adjustable Footrest by 3M

Foot Rocker

DOCUMENT HOLDERS

Vu Ryte DC Series by Vu Ryte

Fellowes Desktop Copyholder by Fellows

MultiRite Standard/Medium Writing Platform

Humanscale Copy Stand

MONITOR RISERS

Amazon Basics Adjustable Monitor Riser

LIGHTING

Fully Lumen LED Task Light

Pixie LED Task Light

Element Vision Task Light

GRIPS

Flip a Grip

HEADSETS

Plantronics CS540 and HL 10 Lifter

Attachment: Mariposa Ergo Equip (RES-2021-399 : Adopt Countywide Ergonomic Program Policy & Procedures)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-400

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CALFIRE Command and Control

Approve Agreement 4CA05349 in an Amount Not to Exceed $1,037,419.00, and Agreement 4CA05350 in an Amount Not to Exceed $440,379.00, with CAL FIRE for Command and Control, Dispatch and Extended Fire Protection Availability (Amador) Services from July 1, 2021 through June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreements.

CAL FIRE is respected as one of the best all-hazards response agencies in the world. As a partner to more than 140 California jurisdictions, including Mariposa County, they have extensive experience in all aspects of fire department management and service delivery.

These agreements continue existing dispatch, Amador and command and control services for Mariposa County Fire. Staff recommends approval of Agreements 4CA05349 and 4CA05350 with CAL FIRE at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has previously used CAL FIRE and is currently using CAL FIRE for Command and Control Services, Amador plans for offseason staffing and dispatch.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving these Agreements would require County Fire to pursue another long-term solution for these services.

FINANCIAL IMPACT:
This agreement is included in the FY 21/22 budget

ATTACHMENTS:
CALFIRE Agreement 21-22 (PDF)
CALFIRE Agreement pt.2 21-22 (PDF)

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

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 11/2020

AGREEMENT NUMBER 4CA05350
REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
County of Mariposa (Amador)

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

3. The maximum amount of this Agreement is: $ 440,379.00
Four hundred forty thousand three hundred seventy nine dollars and zero cents

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.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	8	pages
Exhibit E – Description of Other Services	0	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
County of Mariposa

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Marshall Long, Chair, Board of Supervisors

ADDRESS
5100 Bullion Street Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	MMU	Local Agency:	County of Mariposa
Name:	Mike van Loben Sels	Name:	Dallin Kimble
Phone:	209-966-3622	Phone:	209-966-3222
Fax:	209-966-2907	Fax:	209-966-5147

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike van Loben Sels	Local Agency:	County of Mariposa
Section/Unit:	Madera-Mariposa-Merced	Section/Unit:	Fire Dept.
Attention:	Mike van Loben Sels	Attention:	Steven Ward
Address:	5366 Highway 49 North Mariposa, CA 95338	Address:	5100 Bullion Street Mariposa, CA 95338
Phone:	559-706-8800	Phone:	209-966-4330
Fax:	209-966-2907	Fax:	209-966-0252

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

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dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

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E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

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E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree 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, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right 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).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

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B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

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

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

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY 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 LOCAL AGENCY, 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."

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15. **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.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

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B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public Contract Code §10410):

    1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

    2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

    Former State Employees (Public Contract Code §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-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 LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

    Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY 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 LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

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of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'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.

23. **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.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY 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.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

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AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

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EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4144

NAME OF LOCAL AGENCY: County of Mariposa (Amador)

CONTRACT NUMBER: **4CA05350**

Index: 4200 PCA: 48001 Fiscal Year: 2021/22 to 2021/22

This is Schedule A of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

Unit: MMU

Contract Name: County of Mariposa (Amador)

Contract No.: 4CA05350

Page No.: 18

Agreement Total	$440,379

Fiscal Year 21/22	
PS Total	$427,383
OE Total	$12,996
TOTAL	$440,379

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

Fiscal Year: 2021	Uniform Benefits	$93
Index: 4200	Sub Total	$19,983
PCA: 48000	Admin	$2,400
PRC:	Total	$22,383

Contract Name: County of Mariposa

Contract No.:

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between "County of Mariposa" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
GENERAL EXPENSE		1.00	1.00	$5000	$ 5,000	$	$ 5,000
UNIFORM ALLOWANCE FOR BU8		3.00	12.00	$178	$ 6,390	$ 93	$ 6,483
UNIFORM ALLOWANCE FOR COMM OP		2.00	12.00	$104	$ 2,500	$	$ 2,500
TRAVEL		1.00	1.00	$1000	$ 1,000	$	$ 1,000
COMMUNICATIONS		1.00	1.00	$2500	$ 2,500	$	$ 2,500
TRAINING		1.00	1.00	$2500	$ 2,500	$	$ 2,500

Fiscal Year: 2021
Index: 4200
PCA: 48001
PRC: 4144

Uniform Benefits	$90
Sub Total	$11,603
Admin	$1,393
Total	$12,996

Contract Name: County of Mariposa (Amador)
Contract No.: 4CA05350
Page No.: 20

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between County of Mariposa and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
GENERAL EXPENSE		1.00	1.00	$2500	$ 2,500		$ 2,500
UNIFORM ALLOWANCE FOR BU8		7.00	5.00	$178	$ 6,213	$ 90	$ 6,303
COMMUNICATIONS		1.00	1.00	$300	$ 300		$ 300
TRAVEL		1.00	1.00	$2500	$ 2,500		$ 2,500

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule B of Cooperative Agreement originally dated July 1, 2021 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: **2021/2022**

MADERA-MARIPOSA-MERCED UNIT

Administration:

Unit Chief (1)
Deputy Chief (1)
Division Chief Operations (1)
Division Chief Camp Administrator/ Operations (1)
Division Chief Management Services (1)
Battalion Chief Fire Prevention (1)
Battalion Chief Training (1)
Battalion Chief Safety (1)
Battalion Chief Emergency Command Center (1)
Battalion Chief Operations (4.5)
Forester (1)
Environmental Scientist (1)
Fire Captain Fire Prevention/ Pre-fire Management (4)
Fire Captain Emergency Command Center (4)
Forestry Equipment Manager (1)
Heavy Equipment Mechanic (3)
Forestry Logistics Officer (1)
Clerical Positions (5)
WASPO (1)

Fire Control – Year Long:

Fire Captain - Crew (10)
Fire Captain - Stations (24)
Fire Apparatus Engineers (12)
Heavy Fire Equipment Operators (8)

Fire Control – Seasonal:

Fire Captain – Station (3)
Fire Apparatus Engineers (6)
Fire Fighters (85)

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2021, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:County of Mariposa (Amador)

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2021**/22 **to 2021**/22

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

Attachment: CALFIRE Agreement 21-22 (RES-2021-400 : CALFIRE Command and Control)

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 11/2020

AGREEMENT NUMBER 4CA05349

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
County of Mariposa

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

3. The maximum amount of this Agreement is: $ 1,037,419.00
One million, thirty seven thousand, four hundred nineteen dollars and zero cents

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.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	9	pages
Exhibit E – Description of Other Services	3	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
County of Mariposa

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Marshall Long, Chair, Board of Supervisors

ADDRESS
5100 Bullion Street Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	MMU	Local Agency:	County of Mariposa
Name:	Mike van Loben Sels	Name:	Dallin Kimble
Phone:	209-966-3611	Phone:	209-966-3222
Fax:	209-966-2907	Fax:	209-966-5147

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike van Loben Sels	Local Agency:	County of Mariposa
Section/Unit:	Madera-Mariposa-Merced	Section/Unit:	Fire Dept.
Attention:	Mike van Loben Sels	Attention:	Steven Ward
Address:	5366 Highway 49 North Mariposa, CA 95338	Address:	5100 Bullion Street Mariposa, CA 95338
Phone:	559-706-8800	Phone:	209-966-4330
Fax:	209-966-2907	Fax:	209-966-0252

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree 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, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right 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).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

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

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

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY 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 LOCAL AGENCY, 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."

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

15. **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.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §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-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 LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY 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 LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'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.

23. **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.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY 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.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 -** STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources -** A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of Mariposa

CONTRACT NUMBER: **4CA05349**

Index: 4200 PCA: 48000 Fiscal Year: 2021/22 to 2021/22

This is Schedule A of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

Unit: MMU

Agreement Total | $1,037,419

Fiscal Year 21/22	
PS Total	$1,015,036
OE Total	$22,383
TOTAL	$1,037,419

Contract Name: County of Mariposa

Contract No.: 4CA05349

Page No.: 18

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

Fiscal Year: 2021
Index: 4200
PCA 48000
PRC: 4142
Comments Schedule A

Unit: MMU

Sub Total	$906,201
Admin	$108,835
Total	$1,015,036

Overtime Total: $33,000

Contract Name: County of Mariposa
Contract No.: 4CA05349
Page No.: 19

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between *County of Mariposa* and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Mike van Loben Sels
CAL FIRE Region Chief	David Fulcher

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Assistant Chief (Supervisory) - Deputy Chief	POF		12	$9,937	$119,244	$0	12	$0	$76,889	$0	$0	$196,133	$246,396
1	Longevity Pay Differential - 7%	POF		12	$0	$8,347			$0	$5,382		$0	$13,729	
1	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF		12	$1,851	$22,212			$0	$14,322		$0	$36,534	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
1	Battalion Chief (Nonsupervisory)	POF		12	$6,639	$79,668	$3,863	12	$46,356	$51,370	$0	$18,760	$196,154	$211,807
1	Longevity Pay Differential - 7%	POF		12	$0	$5,577			$0	$3,596		$0	$9,173	
1	Education Incentive Pay Differential	POF		12	$75	$900			$0	$580		$0	$1,480	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime					$5,000			$0	$0		$0	$5,000	
1	Fire Captain, Range A	POF		12	$5,720	$68,640	$3,334	12	$40,008	$44,259	$0	$16,191	$169,098	$188,482
1	Longevity Pay Differential - 7%	POF		12	$0	$4,805			$0	$3,098		$0	$7,903	
1	Education Incentive Pay Differential	POF		12	$75	$900			$0	$580		$0	$1,480	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime					$10,000			$0	$0		$0	$10,000	
2	Communications Operator, Range B	SAF		12	$6,081	$145,944	$0	0	$0	$74,300	$0	$0	$220,244	$259,516
2	Night-Shift Pay Differential	SAF		6	$173	$2,080			$0	$1,059		$0	$3,139	
2	Longevity Pay Differential - 7%	SAF		12	$0	$10,216			$0	$5,201		$0	$15,417	
2	Education Incentive Pay Differential	SAF		12	$75	$1,800			$0	$916		$0	$2,716	
					$0	$0			$0	$0		$0	$0	
	Overtime					$18,000			$0	$0		$0	$18,000	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

Fiscal Year: 2021	Uniform Benefits	$93	Contract Name:	County of Mariposa
Index: 4200	Sub Total	$19,983		
PCA: 48000	Admin	$2,400	Contract No.: 4CA05349	
PRC: 4142	Total	$22,383	Page No.: 20	

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between County of Mariposa and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
GENERAL EXPENSE		1.00	1.00	$5000	$ 5,000	$	$ 5,000
UNIFORM ALLOWANCE FOR BU8		3.00	12.00	$178	$ 6,390	$ 93	$ 6,483
UNIFORM ALLOWANCE FOR COMM OP		2.00	12.00	$104	$ 2,500		$ 2,500
TRAVEL		1.00	1.00	$1000	$ 1,000		$ 1,000
COMMUNICATIONS		1.00	1.00	$2500	$ 2,500		$ 2,500
TRAINING		1.00	1.00	$2500	$ 2,500		$ 2,500

EXHIBIT D. SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule B of Cooperative Agreement originally dated July 1, 2021 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: 2021/2022

MADERA-MARIPOSA-MERCED UNIT

Administration:

Unit Chief (1)
Deputy Chief (1)
Division Chief Operations (1)
Division Chief Camp Administrator/ Operations (1)
Division Chief Management Services (1)
Battalion Chief Fire Prevention (1)
Battalion Chief Training (1)
Battalion Chief Safety (1)
Battalion Chief Emergency Command Center (1)
Battalion Chief Operations (4.5)
Forester (1)
Environmental Specialist (1)
Fire Captain Fire Prevention/ Pre-fire Management (4)
Fire Captain Emergency Command Center (4)
Forestry Equipment Manager (1)
Heavy Equipment Mechanic (3)
Forestry Logistics Officer (1)
Clerical Positions (5)
WASPO (1)

Fire Control – Year Long:

Fire Captain - Crew (10)
Fire Captain - Stations (24)
Fire Apparatus Engineers (12)
Heavy Fire Equipment Operators (6)

Fire Control - Seasonal:

Fire Captain – Station (3)
Fire Apparatus Engineers (6)
Fire Fighters (85)

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule C of Cooperative Agreement originally dated July 1, 2021 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: 2021/2022

Fire Stations:

Station 21 - Midpines
Station 22 - MPUD
Station 23 - Cathey's Valley
Station 24 – Don Pedro
Station 25 - Mt. Bullion/Airport
Station 26 - Coulterville
Station 27 – Mormon Bar
Station 28 - Bridgeport
Station 29 - Lushmeadows
Station 31 – Greeley Hill
Station 32 – Ponderosa Basin
Station 33 – Fish Camp
Station 36 -- Hunter's Valley
Station 37 - Bootjack
Station - Mariposa H.S.

Personnel:

2 - Office Support Personnel
100 – Paid Call Fire Fighters

Equipment:

- 1 Chevrolet Tahoe type
- 1 - Chevrolet 1500 4wd
- 29 - Engines
- 8 – Type I 2wd
- 10 - Type II International 2wd
- 11 – Type VI 4wd
- 8 - Water Tenders
- various models 3000gal, 750gpm 2 - Rescues
- 2 - Squads
- 4 - Utility style Ford F250
- 2 - Trailers
- 1 - MCI Rehab
  1 - Prevention trailer

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2021, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:County of Mariposa

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2021**/22 **to 2021**/22

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT E
DESCRIPTION OF OTHER SERVICES (PAGE 1)

NAME OF LOCAL AGENCY: County of Mariposa

This is a description of lead positions within the Schedule A Cooperative Agreement (Amador) originally dated July 1, 2021 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: 2021/2022

Administration:

Duties and Responsibilities of the:

Mariposa County Fire Chief:

The Madera-Mariposa-Merced Unit Chief, acts as the Mariposa County Fire Chief in accordance with the California Department of Forestry & Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement and is appointed by the Mariposa County Board of Supervisors to serve in that capacity. The Fire Chief serves at the direction of, and receives overall administrative policy guidance from, the County Administrative Officer. The Fire Chief provides leadership, guidance and management direction in all Fire Department activities; including personnel and administrative issues. The Fire Chief directs and is responsible for major department programs which include; performing and coordinating personnel. management, organizational staffing, financing, . equipment management and maintenance, communications and records, fire prevention and suppression methods, assisting in disaster. preparedness, and laws, rules and regulations relating to the fire department and the control and prevention of fires.

The Fire Chief acts as the Fire Official relating to Fire Code Inspection, Prevention and Enforcement Services, for the purposes of fire department business or requirements. The Fire Chief may initiate processes to inspect occupancies in accordance with State Fire Marshal regulations and will specifically address buildings identified as Group A Occupancies, where the State Fire Marshal has the authority and responsibility to inspect. The Fire Chief is responsible to work in cooperation with other County Building personnel for review and recommendations to the County Planning Commission and the Board of Supervisors relating to all fire defense system proposals pursuant to County ordinances resolutions, regulations and policies.

The Fire · Chief provides direction to staff in coordination of the preparation, development, and expenditures of the Schedule A and C budgets; the maintenance, repair, improvement, and replacement of equipment, fire .stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports including inspections of the fire company equipment and facilities as necessary.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT E
DESCRIPTION OF OTHER SERVICES (cont)

The Fire Chief coordinates and implements all policies and procedures pertaining to volunteer fire companies and support functions within Mariposa County Fire Department as directed by the Mariposa Board of Supervisors. All volunteers remain employees of Mariposa County Fire and any labor relations or human resources issues; including progressive discipline, worker's compensation insurance, and liabilities for loss or damage will remain the responsibility of the County of Mariposa as determined within the policies and procedures of the fire department and county ordinances.

In an effort to improve fire protection, and because cooperative and regional tire protection assists all agencies in reducing costs, improving response times and enhancing staffing levels; the Fire Chief will work with the County Administrative Officer, and seek approval through the Board of Supervisors, in the coordination and facilitation of any Automatic Aid/Mutual Aid Agreements for fire protection between Mariposa County, the Counties that lie contiguous to Mariposa County and the Mariposa Public Utilities District (MPUD).

Division Chief

Under the direction of the Fire Chief, the Mariposa Division Chief provides daily interaction with all fire department staff, County Department Heads, the County Administrative Officer and the Board of Supervisors. The Division Chief supervises the Battalion Chiefs and manages routine administration affecting the Division including personnel management for both full-time and volunteer staff, equipment management and maintenance, communications, fleet management, fire prevention and suppression, disaster preparedness, and laws, rules and regulations relating to the fire department.

The Division Chief coordinates with the Fire Chief in the preparation of the budgets, equipment, fire stations, and other facility issues, inventory, materials; and supplies. The Division Chief will represent the Fire Chief at public functions, routine county meetings, Department Head meetings, and Board of Supervisor meetings when the Fire Chief is not able to attend, or as necessary.

The Division Chief is responsible for recruitment and retention of volunteer fire fighters and will ensure that adequate training programs are instituted on a regular basis for all volunteer fire fighters.

Battalion Chief - Administrative:

Under the direction of the Mariposa Division Chief, the Administrative Battalion Chief is responsible for relief battalion coverage, response and personnel management, and the coordination and managing of administrative activities within the Division. They provide supervision and direction to the training Captain and the Schedule C County Administrative personnel. The Battalion Chief is responsible for the management and administration of the

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

EXHIBIT E
DESCRIPTION OF OTHER SERVICES (cont)

Mariposa County Fire Department Volunteer program including; the countywide volunteer recruitment and retention efforts and volunteer training.

The Battalion Chief will function as the fire department liaison for disaster preparedness and will work cooperatively with the Sheriff's office in both Search & Rescue and OES processes. Additional duties include developing and submitting grants for Mariposa County Fire Department. Additional duties include training and implementation of the State Fire Marshal inspection programs to assist the county in becoming compliant with Class A SFM occupancy inspections.

The Battalion Chief will be the administrator of the Mariposa County Fire Department Emergency Medical Services (EMS) program. They will ensure that all paid staff and volunteer firefighters adhere to the EMS policies and procedures as developed by the Fire Chief, with approval of the Board of Supervisors. Specifically, the EMS program will include; mass casualty incidents and familiarity with the Regional MCI protocol, adherence to Mountain Valley Emergency Medical Service Agency (MVEMSA) policies and procedures, and Mariposa County Fire Department EMS policies and procedures. The Battalion Chief will be a member of the county Emergency Care Coordination Committee (EMCC) and participate in the Quality Improvement (QI) program, with review of EMS programs in conjunction with the County Health Officer, including; Local Quality Improvement Group (LQIG), MVEMSA Quality Liaison Committee (QLC), and other programs as directed.

Fire Captain - Training:

Under the direction of the Mariposa Administrative Battalion Chief, the Fire Captain of Training will be responsible for coordinating and conducting training for Mariposa County Fire personnel and administering the Volunteer training program. The training program will include all aspects of firefighting, search and rescue, department policy and procedures, hazardous materials, EMS, ICS, and disaster preparedness training The Fire Captain will plan and execute the countywide Volunteer recruitment and retention program as part of the training program and ensure all career staff and volunteers remain current in all training requirements and certifications.

The Fire Captain will be trained in many aspects of fire prevention for the purposes of fire prevention and investigation and will be responsible to respond to incidents as requested, to assist in the investigation of cause and origin. Additional fire prevention duties will include training in fire prevention inspection duties to assist with the State Fire Marshal inspections for Group A occupancies.

Attachment: CALFIRE Agreement pt.2 21-22 (RES-2021-400 : CALFIRE Command and Control)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-401

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Community Power Resilience Allocation Budget Action

RECOMMENDATION AND JUSTIFICATION:

Approve a Budget Action Recognizing and Allocating Funds Received through the Community Power Resiliency Allocation Program ($77,300) and Transferring Funds From General Fund Contingency to the Community Power Resiliency Allocation Fund ($8,685).

The California Office of Emergency Services (CalOES) has awarded Mariposa County a Community Power Resiliency Allocation in the amount of $77,300. At least half of this money must be used for electric generation or generator connections at schools, election offices, food storage reserves, and/or COVID-19 testing sites to mitigate the impacts of Public Safety Power Shutoff (PSPS) events.

Staff is recommending approval of this budget action to allow half of the funds ($38,665) to be used to install generator connections at the Hall of Records and Mariposa Elementary School. The Hall of Records is home to our County Elections Office and Mariposa Elementary School is frequently used as an evacuation or center during emergency events. The total cost of installation at these sites is $47,335; staff is also recommending $8,685 of contingency funds from the FY21 budget be used to complete these projects.

The sheriff's office has already ordered equipment needed for their operations that will require the remaining funds ($38,650).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is the first time Mariposa County has received a Community Power Resiliency Allocation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Generator connections will not be added at the identified sites.

Modify the allocation or connection sites. Greeley Hill School was the other location researched and would have a cost of $25,300 to install a generator connection.

REF ID# 11866

FINANCIAL IMPACT:
This action would recognize $77,300 in additional revenue and allocate those funds so they can be spent. This budget action also reduces General Fund Contingency by $8,685.

ATTACHMENTS:
Board Item 11866 - Budget Action (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0161-427	07-02	Miscellaneous Transfers		$8,685	
462	0154-305	56-47	Community Power Resilience		($77,300)	
462	0154-309	16-00	Transfers In		($8,685)	
462	0154-455	06-47	Generator Connections (Asset)		$47,335	
462	0154-455	04-80	Equipment		$38,650	
001	0104-414	1090	GENERAL CONTINGENCY			$8,685
				TOTAL	$8,685	$8,685

TRANSFER BETWEEN FUNDS						
001	0161-427	07-02	Miscellaneous Transfers		$8,685	
462	0154-309	16-00	Transfers In		($8,685)	
			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\22415

Attachment: Board Item 11866 - Budget Action (RES-2021-401 : Community Power Resilience Allocation Budget Action)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-402

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement

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RECOMMENDATION AND JUSTIFICATION:
Ratify the County Administrative Officer (Purchasing Agent) Signature on the Purchase Sale Agreement and Accompanying Documents for 5123 Jones Street in Mariposa.

County Administration has started escrow on the property at 5123 Jones Street in Mariposa. Starting escrow was necessary to secure the property, which had considerable interest its first day on the market, for Board consideration. The property is a 1,150-square foot house with three (3) bedrooms and two (2) bathrooms intended for use as transitional housing.

The Purchase Sale Agreement includes a negotiated purchase price of $250,000 contingent upon Board approval. Various inspections are in progress to confirm the value of the property and the anticipated cost of repairs that will be needed. The agreement also includes a $10,000 refundable deposit.

This action only ratifies the action already taken by the County Administrative Officer. The Board will have further opportunity to consider this purchase once inspections have been completed. Staff recommends approval of this action at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Ratifying an action that is time sensitive is a common practice.

The Board approved a resolution of intention to purchase this property on June 22, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would withdraw the County's offer and another site would need to be identified for transitional housing.

FINANCIAL IMPACT:
$10,000 Refundable deposit that will be paid by HHSA

ATTACHMENTS:
5123 Jones St. Contract_CAO signed (PDF)

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

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 (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

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 (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ County of Mariposa Date 6/8/2021

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Gerald Fleming Date _____

Seller/Landlord _____ James Fleming Date _____

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APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

Attachment: 5123 Jones St. Contract_CAO signed (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/17)

Property Address: *5123 Jones St, Mariposa, CA 95338* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant X _____ *County of Mariposa* Date *6/8/2021*

Buyer/Tenant _____ Date _____

Seller/Landlord X _____ *Gerald Fleming* Date _____

Seller/Landlord X _____ *James Fleming* Date _____

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APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

Mariposa Properties, P. O. Box 1171 Mariposa CA 95338 Phone: 2097426000 Fax: 209-751-4570 5123 Jones St
Tolley Gorham
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Attachment: 5123 Jones St. Contract_CAO signed (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Gerald Fleming Date _____
Seller _____ James Fleming Date _____
Buyer _____ County of Mariposa Date 6/8/2021
Buyer _____ Date _____

Buyer's Brokerage Firm Mariposa Properties DRE Lic # 01413505 Date 06/04/2021
By _____ DRE Lic # 01413505 Date _____
Tolley Gorham

Seller's Brokerage Firm Mariposa Properties DRE Lic # 01413505 Date 06/04/2021
By _____ DRE Lic # 01413505 Date _____
Tolley Gorham

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 06/07/2021

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** County of Mariposa ("Buyer").
   B. **THE REAL PROPERTY** to be acquired is 5123 Jones St, Mariposa, CA 95338, situated in Mariposa (City), Mariposa (County), California, 95338 (Zip Code), Assessor's Parcel No. 013-112-003 ("Property").
   C. **THE PURCHASE PRICE** offered is Two Hundred Fifty Thousand Dollars $ 250,000.00.
   D. **CLOSE OF ESCROW** shall occur on ☐ _____ (date)(or ☒ 60 **Days** After Acceptance).
   E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
   B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:
   Seller's Brokerage Firm Mariposa Properties License Number 01413505
   Is the broker of (check one): ☐ the seller; or ☒ both the buyer and seller. (dual agent)
   Seller's Agent Tolley Gorham License Number 01413505
   Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)
   Buyer's Brokerage Firm Mariposa Properties License Number 01413505
   Is the broker of (check one): ☐ the buyer; or ☒ both the buyer and seller. (dual agent)
   Buyer's Agent Tolley Gorham License Number 01413505
   Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)
   C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **INITIAL DEPOSIT:** Deposit shall be in the amount of ..... $ 10,000.00
   (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);
   OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within **3** business days after Acceptance (or _____).
   Deposit checks given to agent shall be an original signed check and not a copy.
   (Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
   B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..... $ _____
   within ____ **Days** After Acceptance (or _____).
   If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
   C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within **3 (or** _____ **) Days** After Acceptance, Deliver to Seller such verification.
   D. **LOAN(S):**
   (1) **FIRST LOAN:** in the amount of ..... $ _____
   This loan will be conventional financing **OR** ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
   (2) ☐ **SECOND LOAN** in the amount of ..... $ _____
   This loan will be conventional financing **OR** ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
   (3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has **17 (or** _____ **) Days** After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.
   E. **ADDITIONAL FINANCING TERMS:** This purchase is contingent upon approval by the Mariposa County Board of Supervisors.
   F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of ..... $ 240,000.00
   to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   G. **PURCHASE PRICE (TOTAL):** ..... $ 250,000.00

Buyer's Initials X(MK) (_____) Seller's Initials X(_____) X(_____)

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5123 Jones St

Attachment: 5123 Jones St. Contract_CAO signed (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

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 _____.

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Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

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).

Buyer's Initials X(_____) (_____) Seller's Initials X(_____)X(_____)

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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.

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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( )

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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.

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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 (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

(2) **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.**

(3) **BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**

23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
30. **DEFINITIONS:** As used in this Agreement:
    A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
    B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
    C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
    D. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
    E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
    F. **"Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
    G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
    H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
    I. **"Deliver", "Delivered"** or **"Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
    J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Seller's agent, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____(date)).

☒ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 6/8/2021 BUYER _____ APPROVED AS TO FORM:

(Print name) County of Mariposa – Jay D Kimble (CAO)

Date _____ BUYER _____

(Print name) _____ STEVEN W. DAHLEM COUNTY COUNSEL

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials X(_____)X(_____)

Attachment: 5123 Jones St. Contract_CAO signed (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

32. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** _____.

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) Gerald Fleming

Date _____ SELLER _____

(Print name) James Fleming

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) (Initials) **(Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM/ ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Mariposa Properties DRE Lic. # 01413505

By Tolley Gorham DRE Lic. # 01413505 Date _____

By _____ DRE Lic. # _____ Date _____

Address P. O. Box 1171 City Mariposa State CA Zip _____

Telephone (209)777-8438 Fax _____ E-mail tolley@mariposaproperties.com

Seller's Brokerage Firm Mariposa Properties DRE Lic. # 01413505

By Tolley Gorham DRE Lic. # 01413505 Date _____

By _____ DRE Lic. # _____ Date _____

Address P. O. Box 1171 City Mariposa State CA Zip 95338

Telephone (209)742-6000 Fax _____ E-mail tolley@mariposaproperties.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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Buyer Acknowledges that page 10 is part of this Agreement X( ) ( )
Buyer's Initials

Attachment: 5123 Jones St. Contract_CAO signed (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

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 (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

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 (RES-2021-402 : Ratify CAO Signature on 5123 Jones Street Purchase Sale Agreement)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

---

[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation: In Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:
Agency negotiator:
Negotiating parties: (Specify name of party or parties (not agent)):
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 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Ag Commissioner

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[X] **PUBLIC EMPLOYMENT:** Ag Commissioner / Sealer of Weights & Measures (Gov Code 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)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)):_____
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):_____

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Development Code Update - Workshop #3

RECOMMENDATION AND JUSTIFICATION

Conduct Development Code Update Workshop #3: Mariposa County Zoning and Subdivision Ordinance Updates to Implement the General Plan and State Law

The Mariposa County General Plan was adopted in December of 2006. The General Plan provides the long-range 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, the Board of Supervisors implements the General Plan through development and adoption of ordinances and standards.

Planning Staff and consultants Mintier Harnish and Jacobson & Wack have been working on a comprehensive update to the County's Development Codes (Zoning and Subdivision Ordinances), to implement the General Plan and State law. The work will update the format of current ordinances, to be more user-friendly. The updated code will be presented in a modern format that is easily read and able to be understood.

Work on this major project started in 2019. The original scope of work and cost estimate are provided for background information (important for new supervisors). Staff also provides information from the joint study session (issues) and the stakeholders' summary report.

Staff notes that progress on the project has been delayed by the following: a) additional work added to the consultant agreement for Title 1 (code enforcement) amendments in 2019, b) the complexity of and consistency issues between the county's current planning documents (including General Plan policies for rural areas and community areas, and adopted older plans for only some communities), c) COVID-19's effect on office operations, including fluctuations in office staffing and d) planning workload, necessitating additional time to review draft work provided by the consultant.

To date, the team has completed the following activities:

Agenda Item - No Resolution Requested

1. Completed background review of General Plan and General Plan Implementation Program (adopted by Board of Supervisors February 2018).
2. Completed background review of existing Zoning and Subdivision Ordinances (Development Codes).
3. Conducted kick off meeting/orientation with staff.
4. Completed area tour (focusing on identified issues).
5. Conducted stakeholder interviews with individuals involved in local development processes (including surveyors, engineers, attorneys, contractors, public utilities, the Planning Commission, the Board of Supervisors, the agriculture industry, appraisers, housing developers [including those involved in housing programs], CAL FIRE, County Fire, Environmental Health, and non-profits).
6. Completed joint Planning Commission/Board of Supervisors Public Workshop (July 25, 2019) to provide information, and to discuss and identify the list of issues to be addressed in the update.
7. Completed Planning Commission Public Workshop (September 25, 2020) to provide a report on progress on the project (workshop rescheduled from March 13, 2020 due to COVID-19 pandemic).
8. Completed staff level review of administrative drafts of the updated code for several portions.

This is the third public workshop to be conducted for this project. The workshop will be hosted by the Board of Supervisors. At this workshop, the Board of Supervisors will hear a presentation from the consultants on the status of the project. There will be an opportunity for public questions and discussion.

The public is welcomed and encouraged to attend this workshop. The purpose of this workshop is to present information to the Board of Supervisors and the public regarding the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

9/25/20: Planning Commission conducted Public Workshop #2.

8/4/20: Board approved third amendment to agreement with Mintier Harnish Planning Consultants.

8/6/19: Board approved second amendment to agreement with Mintier Harnish Planning Consultants to establish compensation for FY 2019-2020.

7/25/19: Board and Planning Commission conducted Public Workshop #1.

6/11/19: Board approved first amendment to agreement with Mintier Harnish Planning Consultants to include Title 1 amendments to their scope of work. Substantial work on Title 1 amendments were conducted in fall 2019.

3/26/19: Board approved agreement with Mintier Harnish Planning Consultants for

General Plan Implementation (Zoning and Subdivision Ordinance Updates).

2/14/18: Board approved General Plan Implementation Strategy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This is a workshop, and no formal action is scheduled.

.

ATTACHMENTS:
BOS Workshop Presentation_July 6 2021 (PDF)
2 190228 Scope of Work (Background) (PDF)
3 190228 Project Cost Estimate (Background) (PDF)
4 MCZSU_Joint Study Session Topics (Background) (PDF)
5 MCZSO_Stakeholder Summary Report (Background) (PDF)

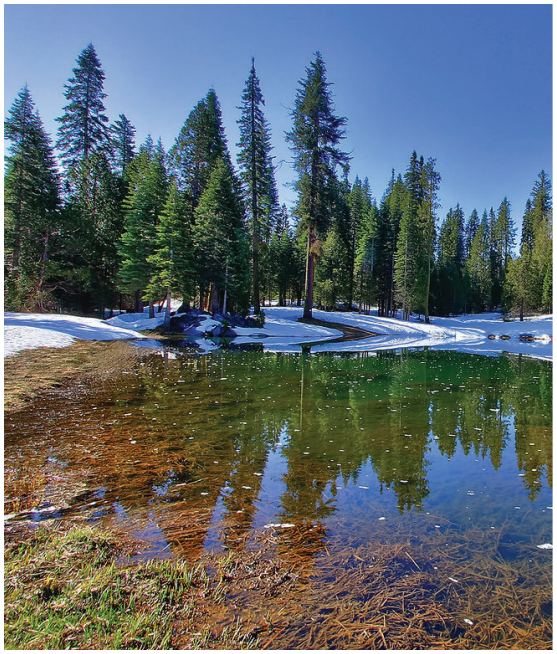
RESULT: INFORMATION RECEIVED

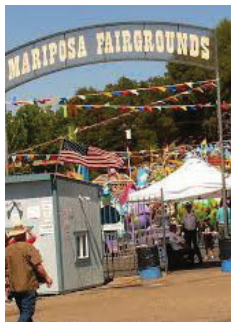
Mariposa County Development Code Update

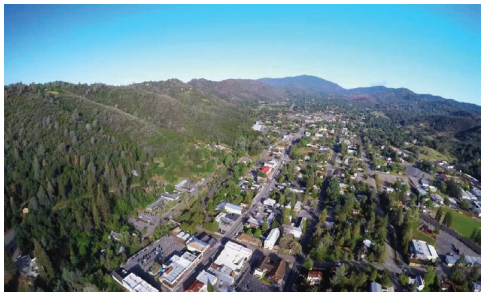
Board of Supervisors

Meeting #3

July 6, 2021







Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

i

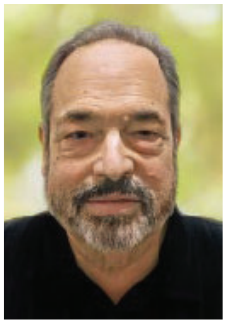
Purpose

1. Overview of the Development Code Update Process
2. What have we done?
3. Where are we in the Update?
4. Where are we going?
5. Public Comment
6. Next Steps

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

Refresher of Who We Are

Jim Harnish
Project Director
Mintier Harnish



Bruce Jacobson
Principal
Jacobson & Wack

Brent Gibbons
Project Manager
Mintier Harnish

Michael Gibbons
Associate Planner
Mintier Harnish

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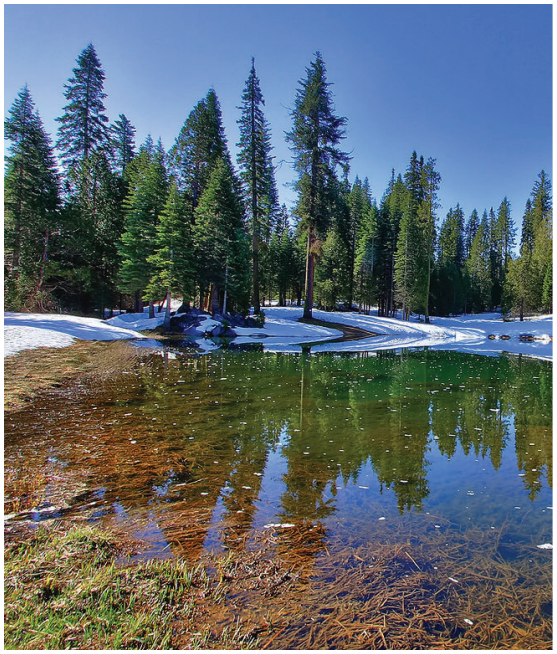
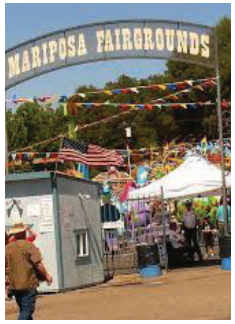
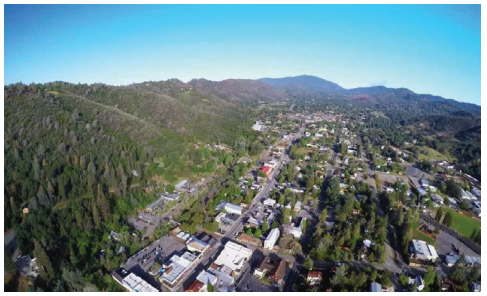
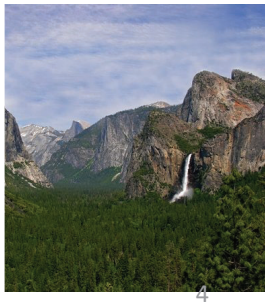
1. Development Code Update Process







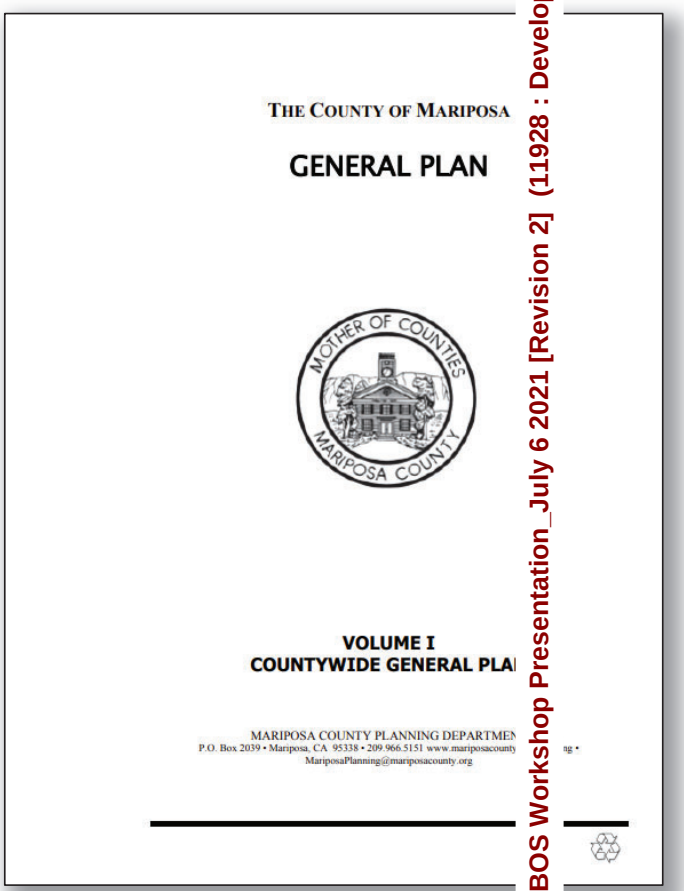


Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1A

Why is Mariposa County updating its Ordinances?

- Achieve General Plan consistency
- Create a contemporary Zoning and Subdivision Ordinance
- Reflect changes in State law (i.e., wireless, housing, Water Efficient Landscape Ordinance (WELO))
- Make the Ordinances easier to use and implement
- Fix things that vexed staff for years per staff's fix-it-list



Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1B

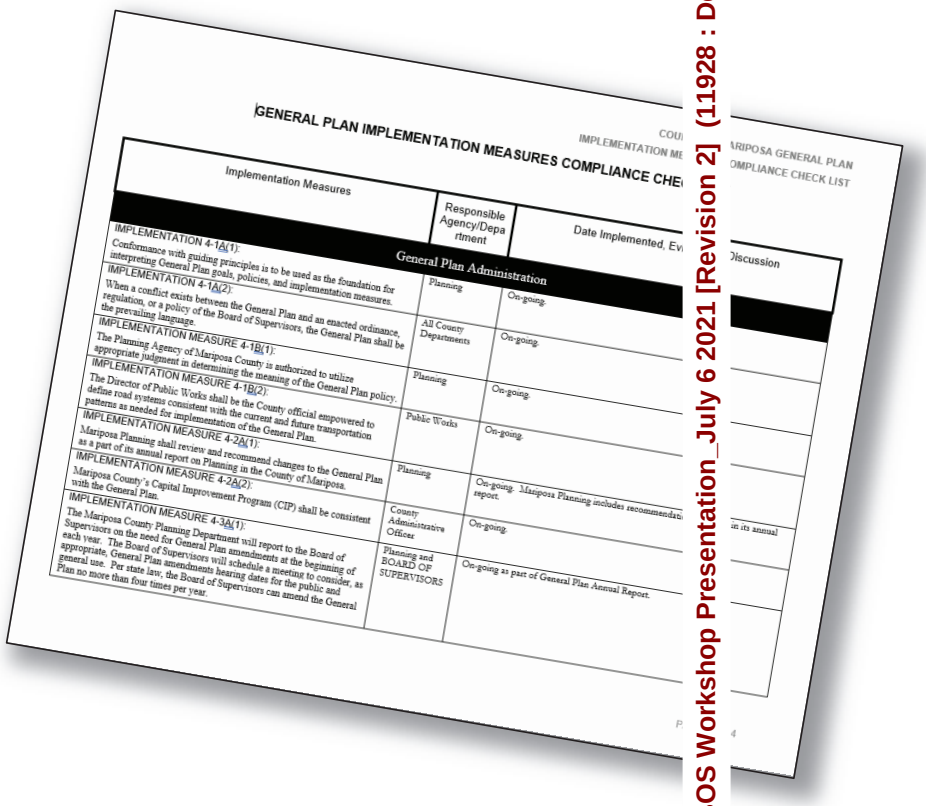
The Fix-it List and How it was Used

- Example:

  "Amendment to County Code home enterprise/rural home industry provisions to include exemptions for Cottage Food Industries."

- Example:

  "Land development regulations should respect the diversity of rural lifestyles allowing the right to use one's property."



GENERAL PLAN IMPLEMENTATION MEASURES COMPLIANCE CHE

Implementation Measures	Responsible Agency/Department	Date Implemented, Ev
General Plan Administration		
IMPLEMENTATION 4-1A(1): Conformance with guiding principles is to be used as the foundation for interpreting General Plan goals, policies, and implementation measures.	Planning	On-going.
IMPLEMENTATION 4-1A(2): When a conflict exists between the General Plan and an enacted ordinance, regulation, or a policy of the Board of Supervisors, the General Plan shall be the prevailing language.	All County Departments	On-going.
IMPLEMENTATION MEASURE 4-1B(1): The Planning Agency of Mariposa County is authorized to utilize appropriate judgment in determining the meaning of the General Plan policy.	Planning	On-going.
IMPLEMENTATION MEASURE 4-1B(2): The Director of Public Works shall be the County official empowered to define road systems consistent with the current and future transportation patterns as needed for implementation of the General Plan.	Public Works	On-going.
IMPLEMENTATION MEASURE 4-2A(1): Mariposa Planning shall review and recommend changes to the General Plan as a part of its annual report on Planning in the County of Mariposa.	Planning	On-going. Mariposa Planning includes recommendati report.
IMPLEMENTATION MEASURE 4-2A(2): Mariposa County's Capital Improvement Program (CIP) shall be consistent with the General Plan.	County Administrative Officer	On-going.
IMPLEMENTATION MEASURE 4-3A(1): The Mariposa County Planning Department will report to the Board of Supervisors on the need for General Plan amendments at the beginning of each year. The Board of Supervisors will schedule a meeting to consider, as appropriate, General Plan amendments hearing dates for the public and general use. Per state law, the Board of Supervisors can amend the General Plan no more than four times per year.	Planning and BOARD OF SUPERVISORS	On-going as part of General Plan Annual Report.

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1C

Organization

New Ways of Approaching the Ordinances

- Development Code vs. Zoning Ordinance
  - What are the differences?
  - What is the value?

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1D

Development Code Preparation Steps

- Administrative Draft
- Preliminary Draft
- Public Review Draft
- Commission and Board Review – Joint Study Session
- Revised Public Review Draft
- Adoption

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1E

Development Code Preparation Steps

- Administrative Draft
- Preliminary Draft

We are here.

- Public Review Draft
- Commission and Board Review – Joint Study Session
- Revised Public Review Draft
- Adoption

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1F

Development Code Preparation Steps

- Administrative Draft
- Preliminary Draft

Staff Review

- Public Review Draft

Staff Review

- Commission and Board Review – Joint Study Session
- Revised Public Review Draft

Staff Review

- Adoption

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1G

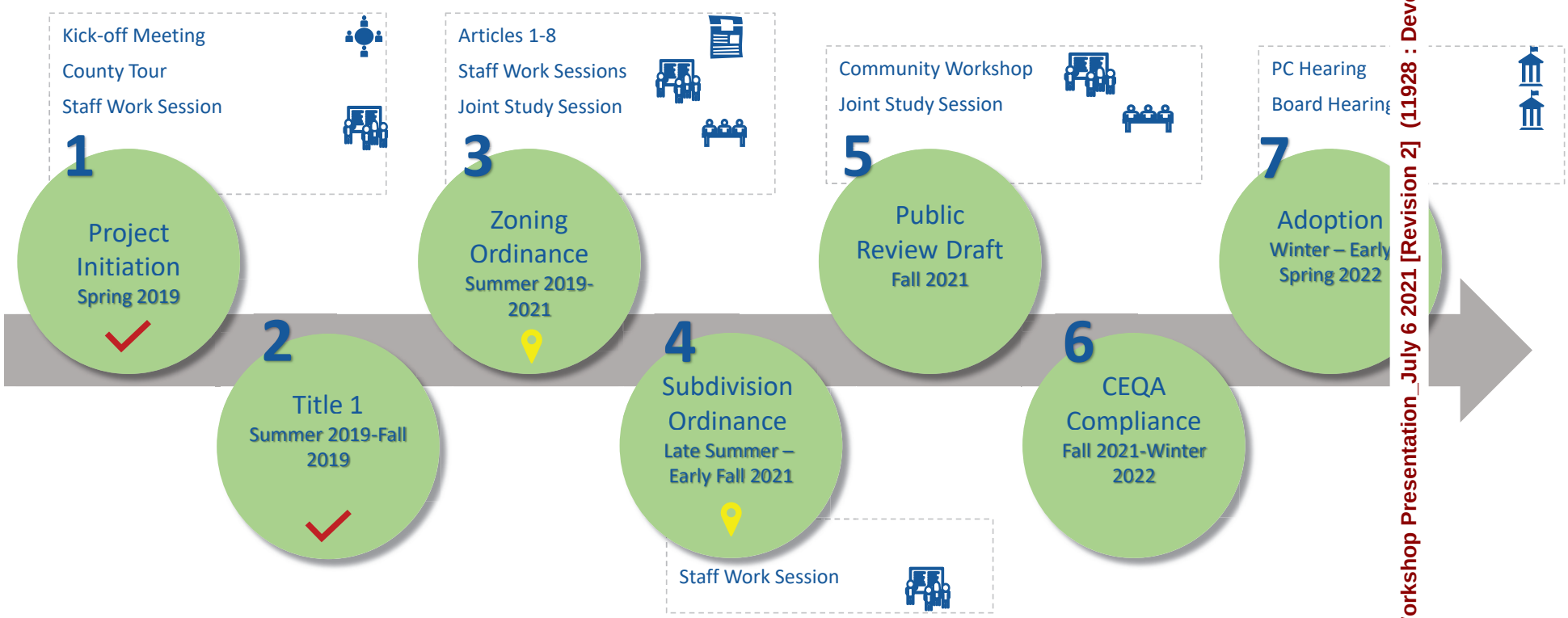
Board Direction

- Integrate the Community/Town Plan Zoning Provisions into the new Code
- Where applicable, include more by-right uses
- Create standards that are flexible and accommodate shifts in the economy
- Remove onerous standards and provisions that are confusing and not enforceable
- Maintain and enhance the regulations for home-based businesses
- Consistency the General Plan

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

1H

Approach



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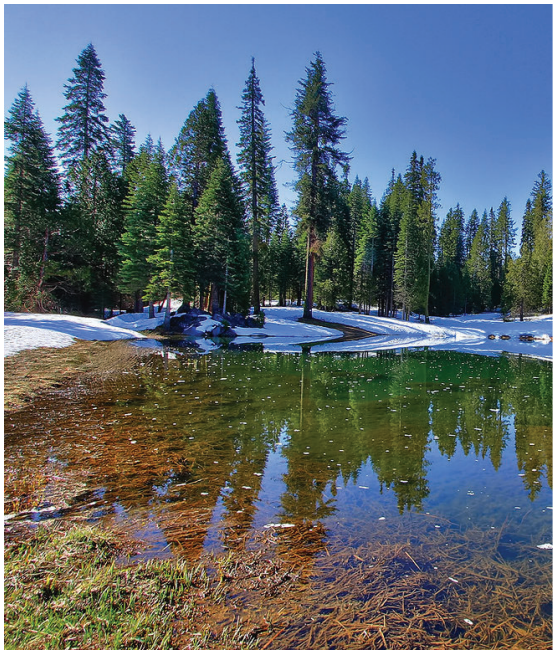
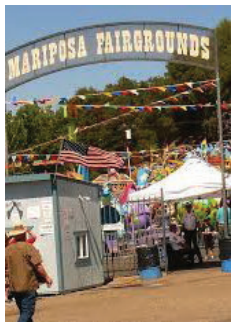
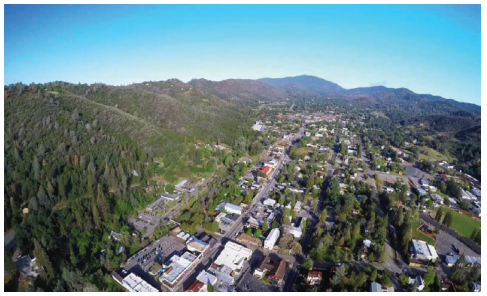
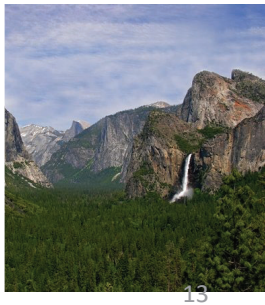
2. What have we done?









2A

Recognition of Issues and Opportunities

Outreach and the Development Code Foundation

- The Consultant team facilitated a series of Stakeholder Interviews on May 2-3, 2019.
- County staff and the Consultant team facilitated a Board-Commission Study Session on July 25, 2019. As part of this trip, we also facilitated two staff working sessions.
- After the interviews and study session, we finalized a fix-it list identifying needed changes to the Zoning and Subdivision Ordinances in the Development Code.
- County staff and the Consultant team facilitated a Planning Commission Study Session on September 25, 2020.

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

Recognition of Issues and Opportunities

Stakeholder Feedback

- Interviewed 17 participants
- Highlights:
  - Streamline the ordinances
  - Loosen the sign regulations for increased flexibility
  - Wildfire safety
  - Lack of housing types and afford abilities
  - Overall clarity and removal of jargon

Mariposa County Zoning and Subdivision Ordinances Update

Stakeholder Interview Summary Report

Section 1: Introduction and Purpose

On May 2 and 3, 2019, the Mariposa County Zoning and Subdivision Ordinances Update consultants conducted interviews with 16 key community and industry leaders, stakeholders, and County staff, to gather feedback on key issues and opportunities to guide the updates to the Ordinances. The input provided during these interviews provide a starting point for the consultants, County staff, Planning Commissioners, and Board of Supervisors to understand the key issues that need to be addressed during the Zoning and Subdivision Ordinances Update process.

This Report summarizes findings from the stakeholder interviews, and is organized into the following four sections:

- **Section 1: Introduction** – Provides an overview of the report purpose and organization.
- **Section 2: The Zoning and Subdivision Ordinances Update Process** – Summarizes the Zoning and Subdivision Ordinances Update work tasks and where we are in the schedule.
- **Section 3: Stakeholder Interview Summary and Observations** – Describes the key ideas and comments that emerged from the stakeholder interviews and is organized into five topics.
- **Section 4: Additional Stakeholder Discussion Topics** – Provides a bulleted overview of the remaining topics that stakeholders noted, but that did not fit in one of the five topic areas.

Section 2: The Zoning and Subdivision Ordinances Update Process

In April 2019, the County began the process of updating the Zoning and Subdivision Ordinances. The first step in the Update process included identifying issues that should be addressed as a part of interviewing stakeholders and County staff, as well as reviewing existing County planning documents. The other major steps in the Zoning and Subdivision Ordinance Update process include:

- Matrix Summary of Zoning Issues (July 2019)
- Draft Zoning and Subdivision Ordinance Format and Outline (July 2019)
- Zoning District Provisions (Fall 2019)
- General Development and Specific Use Standards (Winter 2019)
- Administrative Provisions (Winter 2020/Spring 2020)
- Preliminary Draft Zoning Code (Spring 2020)
- Public Review Draft Zoning Code (Summer 2020)
- Subdivision Ordinance and Zoning Map (Fall 2020)
- Community Workshops (Fall 2020)
- Revised Public Review Draft Zoning Code (Fall 2020/Winter 2020)
- Adoption (Winter 2020/Spring 2021)

1 July 2019 Stakeholder Summary Report | MCZSO

ction 3: Stakeholder Interview Summa

Observations

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

Article 1

Enactment and Applicability

- The Consultant team prepared an Administrative Draft of Article 1 for County staff review in Fall 2019. County staff completed their review in December 2019, and the Consultant team will prepare a Preliminary Draft of the Article.
- Article 1 covers:
  - Purpose and Applicability of Development Code
  - Interpretation of Development Code Provisions
  - Zones and Zoning Map

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

2D

Article 2

Zones, Allowable Uses, and Development Standards

- In mid-2020, the Consultant team and County staff completed the Administrative Draft Article 2 and are now finalizing a Preliminary Draft.
- Article 2 by far is the lengthiest Article in the Development Code and includes:
  - Zoning Purpose Statements
  - Allowable Land Use Tables
  - Development Standards Tables
  - Additional Development Standards and Regulations

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

2E

Article 2

Zones, Allowable Uses, and Development Standards

- Biggest changes in Article 2 so far include:
  - Updated and consolidated the allowable land uses and associated permit requirements to bring zoning code into compliance with State and Federal law.
  - Revised and updated the County's land use definitions to be consistent with current best planning practice and State law.
  - Overall new format and organization including a tabular format to compare zones and standards.
  - Included the County’s area, community, and planning areas and modified the terminology for consistency.

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

2F

Article 2

Zones, Allowable Uses, and Development Standards

- Biggest changes in Article 2 so far include:
  - We have synthesized and streamlined allowable uses and permit requirements, focusing on more by-right uses.
  - We reviewed all allowable uses in the Zoning Ordinance, Community Plans, and Town Plans to ensure consistent use of terminology

For example, instead of using a variety of terms to describe a house (i.e., residence, dwelling, home, house), the term "single-family dwelling" is used throughout.

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

2G

Article 2

Zones, Allowable Uses, and Development Standards

- Example tabular format and organization.

Table 2-3 Residential Zones Allowed Uses and Permit Requirements	Residential Zones Permit Requirements P Allowed by Right AUP Administrative Use Permit (Chapter 17.104) CUP Conditional Use Permit (Chapter 17.104) TUP Temporary Use Permit (Chapter 17.114) - Not allowed				
Land Use (see Article 9 for land use definitions).	MG	MH	MT	RR	Other Additional Regulations
Agricultural and Resource Uses					
Crop/Orchard/Vineyard Production	P	P	P	P	
Firewood Harvesting and Sales	P	P	P	P	
Mineral or Construction Material Processing	CUP	CUP	CUP	-	17.62.150 17.44
Mines, Quarries, and Gravel Pits	CUP	CUP	CUP	-	17.12.040(B)(1) 17.44
Small Scale Mining	AUP	AUP	AUP	-	17.62.290 17.44
Residential Uses					
Accessory Dwelling Units (ADU's)/Secondary Dwellings	P	P	P	P	17.62.020 17.62.280
Accessory Dwelling Units, Junior (JADU's)	P	P	P	P	
Accessory Structures	P	P	P	P	17.32
Bed and Breakfast Inns	P	P	P	P	17.62.060
Community Care Facility, Large (7 to 20 persons)	-	AUP	-	AUP	17.62.080
Community Care Facility, Small (6 or less persons)	P	P	P	P	17.62.080
Employee Housing, Large (7 to 15 persons)	AUP	AUP	AUP	AUP	
Employee Housing, Small (6 or less persons)	P	P	P	P	
Day Care Homes, Large (9-14)	AUP	AUP	AUP	AUP	
Day Care Homes, Small (8 or less)	P	P	P	P	
Home Enterprises	P	P	P	P	17.62.120

General Plan Land Use Classification	Development Feature (minimum unless otherwise indicated)	CN	CR	Other Additi Regulatio
Interim Community Center	Parcel Area (Gross) Max.	20 acres	-	
	Parcel Area (Gross) Min.	2.5 acres	-	
	Allowable Density	One residential dwelling per commercial use	-	17.14.050(B)(3
	Structure Coverage (Max.)	35 percent	-	
Rural Economic/Resort	Parcel Area (Min.)	-	30 acres	
	Individual Parcel Area (Acres) (Min)	-	-	
	Allowable Density	-	1 dwelling unit per retail or commercial use	17.14.050(B)(
	Structure Coverage (Max.)	-	35 percent	
	Developable Area (Acres) (Min.)	-	-	
Rural Economic/Commercial	Parcel Area (Gross) Max.	20 acres	20 acres	
	Individual Parcel Area (Acres) (Min)	2.5	2.5	
	Allowable Density	-	-	
	Structure Coverage (Max.)	35 percent	35 percent	
	Developable Area (Acres) (Min.)	-	-	
Rural Economic/Recreation	Parcel Area (Acres) (Min.)	-	15 acres	
	Individual Parcel Area (Acres) (Min)	-	15 acres	
	Allowable Density	-	-	
	Structure Coverage (Max.)	-	35 percent	
	Developable Area (Min.)	-	5 acres	
Setbacks and Height				
Front Setback (Min.)		25 ft. and 55 ft. from centerline of access easement		17.14.050
Side Setback (Min.)		25 ft. or 10 percent of parcel width, whichever is greater.		
Rear Setback (Min.)		25 ft. or 10 percent of parcel width, whichever is greater.		
Height (Max.)		35 ft.		

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

2H

Board Discussion

- Any questions on where we've been in Development Code Update Process?

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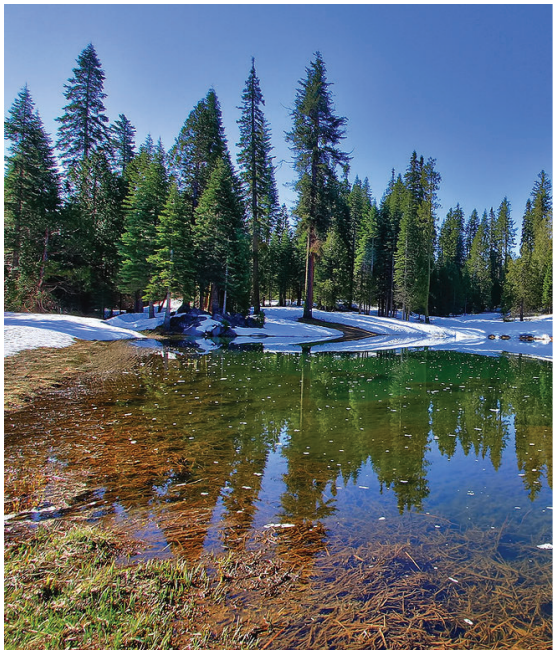
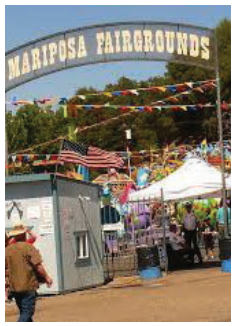
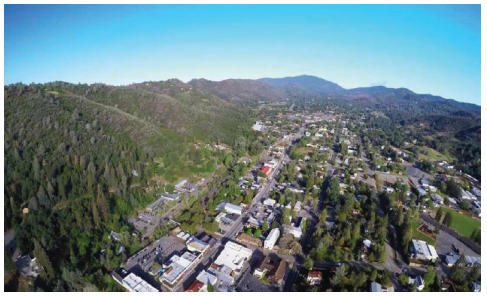
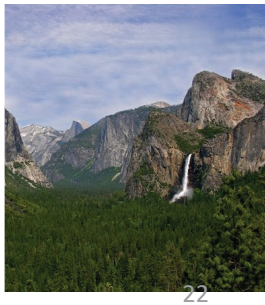
3. What are we doing right now?









Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

3A

Article 3

Regulations Applicable to All Zones

- In late 2020, the Consultant team and County staff completed the Administrative Draft Article 3 and are now finalizing a Preliminary Draf
- Article 3 covers general development standards, including:
  - Site Planning and Development Standards
  - Parking
  - Signs
  - Accessory Structures
  - Lighting
  - Landscaping
  - Fences and Walls

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

3B

Article 3

Regulations Applicable to All Zones

- Biggest changes in Article 3 so far include:
  - Update sight distance triangle standards
  - New accessory structure standards
  - Updated existing parking standards to address current best planning practice
  - Updated sign standards to comply with changes in State and Federal law
  - Solid waste and recycling enclosure standards
  - Updated performance standards (lighting, noise, etc.) to bring into compliance with General Plan

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

3C

Article 4

Standards for Specific Land Uses

- In May 2021, the Consultant team and County staff completed the Administrative Draft Article 4. Staff has completed their review. Article 4 covers regulations for specific land uses that may include but are not limited t
  - Accessory Dwelling Units
  - Agritourism
  - Alcoholic Beverage Sales
  - Home Enterprises
  - Rural Event Venues
  - Density Bonus for Affordable Housing
  - Wireless Telecommunication Facilities

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

3D

Article 4

Standards for Specific Land Uses

- Initial changes anticipated for Article 4 include:
  - Updated accessory use standards to comply with General Plan
  - New Adult-Oriented Business/Entertainment use standards to comply with State law *(mandated)*
  - Rural Home Industries and Home Occupations
  - Outdoor dining regulations
  - Emergency shelter standards per State law
  - Updated Accessory Dwelling Unit standards per State law
  - Updated density bonus and affordable housing standards
  - Updated wireless telecommunications standards per current best planning practice and State/Federal law changes

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

3E

Articles 6, 7, 8 (*currently in process*)

Administrative and Permit Processing

- The Consultant team will prepare Administrative Drafts of Articles 6, 7, and 8.
- These Articles will cover the following topics:
  - Non-Conforming Uses
  - Permit Processing Procedures
  - Site Plan and Design Review
  - Amendments and Appeals
  - Development Agreements
  - Enforcement

Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

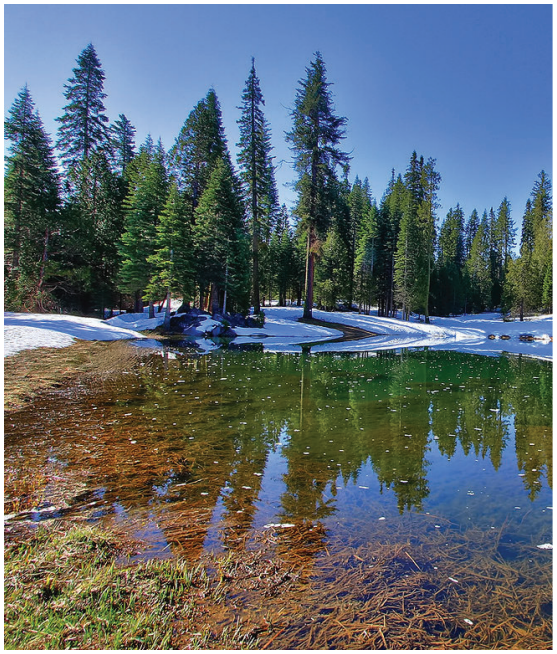
3F

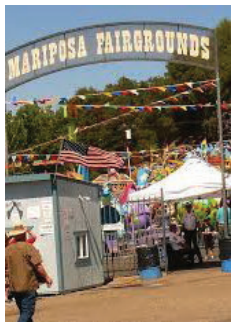
Board Discussion

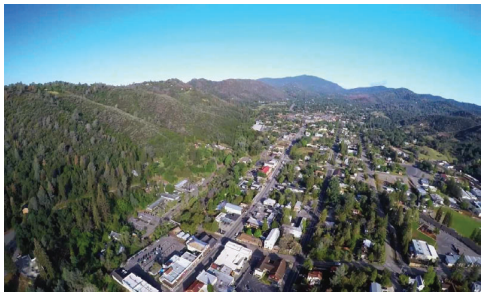
- Any questions on where we are in the Development Code Updat Process?

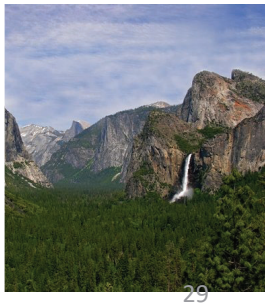
Attachment: BOS Workshop Presentation_July 6 2021 [Revision 2] (11928 : Development Code Update -

4. Where are we going?









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4A

Article 5

Subdivisions

- Following the completion of Article 6, 7, and 8 the Consultant team will prepare an Administrative Draft of Article 5.
- Article 5 will cover the following:
  - Tentative Map Filing and Processing
  - Parcel Maps and Final Maps Processing
  - Subdivision Design and Improvements
  - Dedications, Reservations, Exactions, and Exceptions
  - Enforcement of Subdivision Regulations

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4B

Article 9

Definitions

- Lastly, the Consultant team will prepare Article 9 which will include a comprehensive set of definitions.

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4C

Board Discussion

- Any questions on where we are going through the remainder of the Development Code Update Process?

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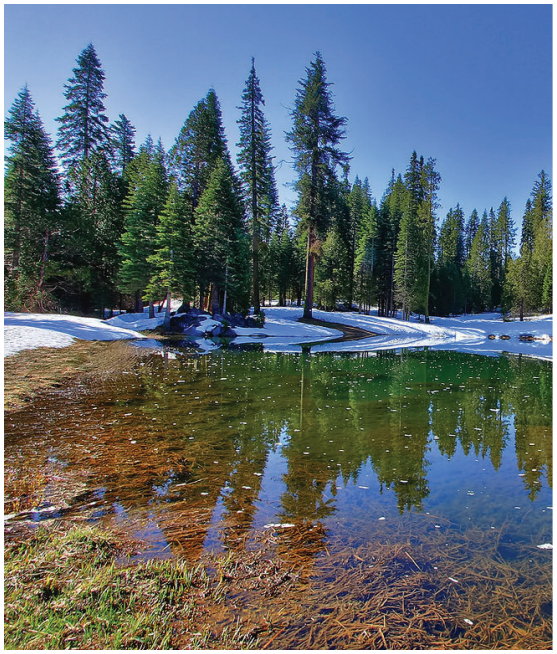
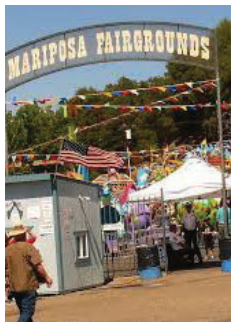
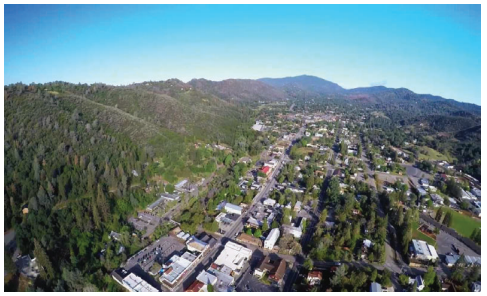
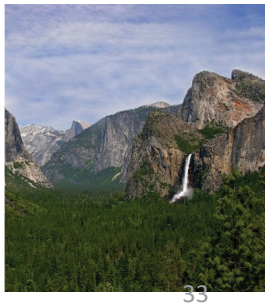
5. Public Comment

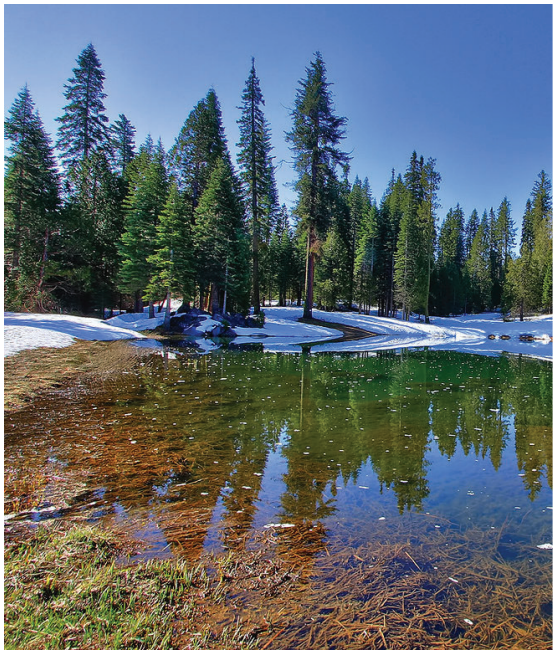


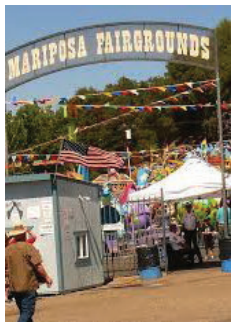


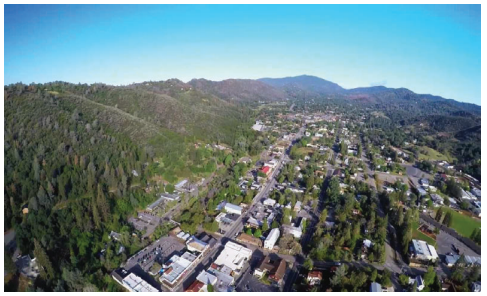


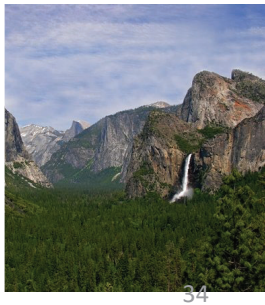


6. Next Steps









6A

Next Steps

- Completion of Administrative Draft Articles 5, 6, 7, 8, 9
- Public Review Draft Development Code
- CEQA Compliance
- Joint Study Session
- Hearings
- Adoption

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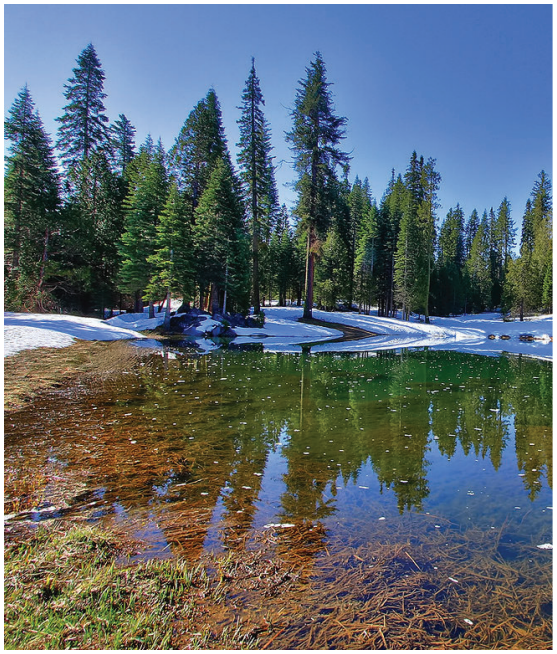
Thank You



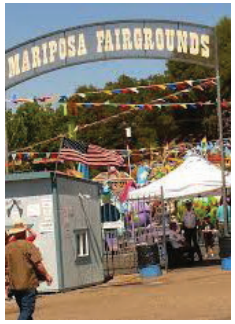


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EXHIBIT A

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

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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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5

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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*

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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:

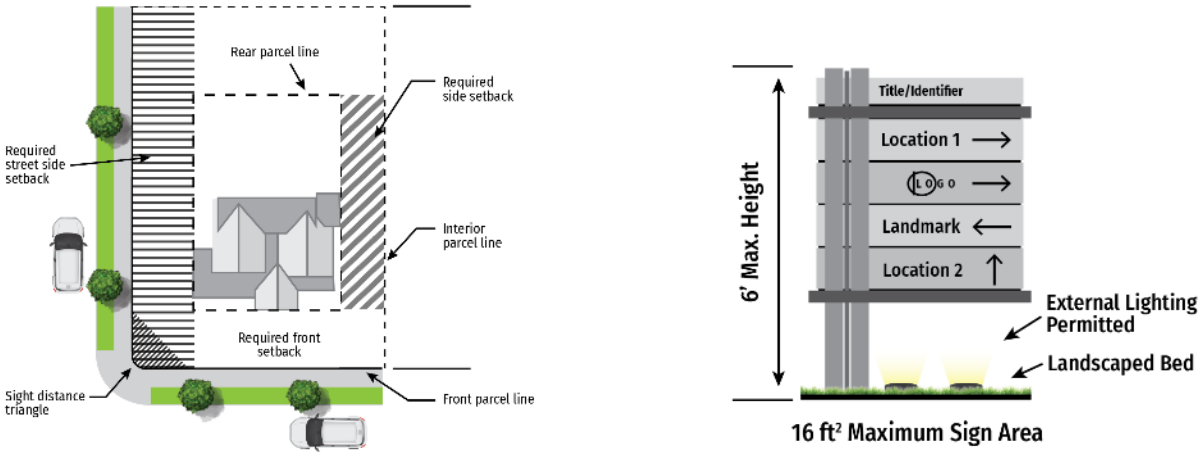
Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

- **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

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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)

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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).

Attachment: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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.

Mintier Harnish
1415 20th Street
Sacramento, CA 95814
916-446-0522 (office) 446-7520 (fax)
jim@mintierharnish.com

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.

Jacobson & Wack
9530 Hageman Road, Suite B 205
Bakersfield, CA 93312
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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

Consultant Team Member Profiles

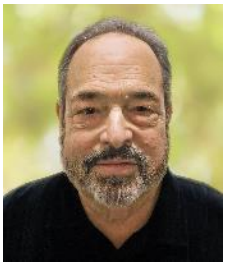
Jim Harnish, JD, Principal

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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: 2 190228 Scope of Work (Background) (11928 : Development Code Update - Workshop #3)

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	$5,760	
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	$65,720	$122,690	$21,250
Project Management			
Subtotal	$3,900	$7,800	$7,800
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: 190228 Project Cost Estimate (Background) (11928 : Development Code Update - Workshop #3)

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

Attachment: 4 MCZSU_Joint Study Session Topics (Background) (11928 : Development Code Update - Workshop #3)

Mariposa County Zoning and Subdivision Ordinance Updates to Implement General Plan

Board of Supervisors/Planning Commission

Joint Workshop #1

Discussion Topics List

July 25, 2019

Organization:

1. Unified Development Code (vs. separate Zoning Ordinance and Subdivision Ordinance)
2. New Community/Town Plan Zoning Provisions
    a. Catheys Valley
    b. Fish Camp
    c. Coulterville
    d. Wawona

Processing Issues:

3. Streamline application process
    a. More "by-right" uses
    b. More administrative approvals
    c. Objective residential development and design standards
4. Allow more staff-approved minor deviations

Economic Development:

5. Structure for development standards
    d. Performance-based for non-residential uses
    e. Flexible zoning to respond to changing economy
    f. "Close-to-services" development
6. Zoning allowances and new development standards for:
    g. Special events/wedding venues in county, including rural areas
    h. Cell-towers
    i. Solar facilities
    j. Public facilities

   k. Home-based businesses
   l. Recreation and resort businesses
   m. Cottage food industry
   n. Mobile food trucks
   o. Job-generating light industrial development (?)
7. Updated development standards for signs
   p. temporary
   q. corner lots
   r. real estate
   s. banners
   t. non-conforming sign amortization
   u. inconsistency
8. Updated countywide parking standards

Housing Related Issues:

9. Maximize densities
   a. Residential zones
   b. Non-residential zones
10. ADUs and other recent State Law requirements
11. Employee housing
12. Residential development clustering to conserve resources
13. Maintain max 1 du/5 ac. outside community/area plans

Rural Character / Resource Uses:

14. New development standards
   a. Visual character protection
      i. viewsheds
      ii. structure design, landscaping
      iii. grading, site development
      iv. lighting/dark skies
      v. non-single-family development within highway corridors
15. Ridgeline protection design standards
16. Define uses compatible with agriculture
17. Limit development on TPZ land with timber production potential
18. Update agri-tourism provisions related to outdoor businesses on Williamson Act land

ASSUMPTIONS for Project:

- The proposed updated development code shall be compliant with the adopted General Plan (GP). Not all policies in GP may be supported by current Board of Supervisors. Changes in the GP policies may result from this process, potentially affecting project schedule.
- Updated code language may implement policies from updated Housing Element.
- Updated code language will be in compliance with State Law and implement new laws (including housing laws).
- Updated code language will respond to Board's interest in economic development issues, including Economic Vitality Strategy.

Attachment: 4 MCZSU_Joint Study Session Topics (Background) (11928 : Development Code Update - Workshop #3)

Mariposa County Zoning and Subdivision Ordinances Update

Stakeholder Interview Summary Report

Attachment: 5 MCZSO_Stakeholder Summary Report (Background) (11928 : Development Code Update - Workshop #3)

Section 1: Introduction and Purpose

On May 2 and 3, 2019, the Mariposa County Zoning and Subdivision Ordinances Update consultants conducted interviews with 16 key community and industry leaders, stakeholders, and County staff, to gather feedback on key issues and opportunities to guide the updates to the Ordinances. The input provided during these interviews provide a starting point for the consultants, County staff, Planning Commissioners, and Board of Supervisors to understand the key issues that need to be addressed during the Zoning and Subdivision Ordinances Update process.

This Report summarizes findings from the stakeholder interviews, and is organized into the following four sections:

- **Section 1: Introduction** – Provides an overview of the report purpose and organization.
- **Section 2: The Zoning and Subdivision Ordinances Update Process** – Summarizes the Zoning and Subdivision Ordinances Update work tasks and where we are in the schedule.
- **Section 3: Stakeholder Interview Summary and Observations** – Describes the key ideas and comments that emerged from the stakeholder interviews and is organized into five topics.
- **Section 4: Additional Stakeholder Discussion Topics** – Provides a bulleted overview of the remaining topics that stakeholders noted, but that did not fit in one of the five topic areas.

Section 2: The Zoning and Subdivision Ordinances Update Process

In April 2019, the County began the process of updating the Zoning and Subdivision Ordinances. The first step in the Update process included identifying issues that should be addressed as a part of interviewing stakeholders and County staff, as well as reviewing existing County planning documents. The other major steps in the Zoning and Subdivision Ordinance Update process include:

- Matrix Summary of Zoning Issues (July 2019)
- Draft Zoning and Subdivision Ordinance Format and Outline (July 2019)
- Zoning District Provisions (Fall 2019)
- General Development and Specific Use Standards (Winter 2019)
- Administrative Provisions (Winter 2020/Spring 2020)
- Preliminary Draft Zoning Code (Spring 2020)
- Public Review Draft Zoning Code (Summer 2020)
- Subdivision Ordinance and Zoning Map (Fall 2020)
- Community Workshops (Fall 2020)
- Revised Public Review Draft Zoning Code (Fall 2020/Winter 2020)
- Adoption (Winter 2020/Spring 2021)

Section 3: Stakeholder Interview Summary and Observations

The results of the stakeholder interviews are divided into the following five topic areas:

- Housing
- Fire Safety
- Code Enforcement
- Streamlining the Ordinances
- Sign Regulations

Housing

One of the most consistent issues mentioned in the interviews was the housing crisis. Mariposa County is an extremely popular place to visit because of its beautiful terrain, recreation opportunities, and proximity to Yosemite National Park, one of the most heavily visited National Parks in the United States. Many stakeholders agreed that tourism is an extremely important part of the county's economy and essentially supports the county with the transient occupancy tax, sales tax, and employment it generates. However, tourism also represents a major impact on the county housing supply because the increasing demand for short-term rentals has significantly reduced the supply of long-term rental housing opportunities. Yosemite National Park is having trouble attracting and retaining employees because they are not able to find housing within a reasonable distance of the Park. There is already good support from the Board of Supervisors to create a model for workforce housing, including for employees working in Yosemite National Park. Some stakeholders mentioned using mini-homes or tiny homes as a solution to providing more housing stock, especially for workforce housing, while others felt it was only a passing fad.

> *"There is practically zero housing available within 60 minutes of [Yosemite National Park]."*

> *"There is a very strong underlying desire throughout the county to make housing work."*

Finally, it is difficult to build affordably in Mariposa County. The difficulty partially stems from the terrain. While the mountain terrain makes the County a desirable place to live, the slope-density standards make some housing development cost-prohibitive. Higher-density and more by-right standards are needed to make more projects cost-effective and less risky, but this is difficult to do in a county that embraces its rural character. Additionally, there is a shortage of skilled labor, which in turn results in higher construction worker costs. Profitable housing projects are typically middle- to high-end-custom homes that only meet a small percentage of the overall housing demand. There is, however, the desire to build affordable housing in Mariposa County. A few affordable projects have been successful, but have relied heavily on support from the County to help locate developable sites with minimal environmental constraints and usable access routes.

Overall, despite the challenges, there is a very strong underlying desire throughout the county to solve the housing supply challenges.

Attachment: 5 MCZSO_Stakeholder Summary Report (Background) (11928 : Development Code Update - Workshop #3)

Fire Safety

Based on conversations with stakeholders, a lot more can be done to make subdivisions in Mariposa County more fire safe. For instance, the County could mandate that every major subdivision have water storage set aside for fire suppression via onsite water tanks. These water tanks should be easily accessible and pressurized for use by local responders during local emergencies. Currently, most small subdivisions do not have water storage for onsite fire suppression, which is resulting in insurance companies denying coverage to homeowners because the location is too risky and susceptible to hazardous fire conditions. Most properties that currently have onsite water storage do not have proper access for first responders. Many of these existing tanks are also not pressurized which hampers emergency personnel when trying to fight wildland and structure fires. Stakeholders suggested looking to Madera County standards, where developers are required to consider the adequacy of infrastructure and the ability to maintain infrastructure in an area before developing. Madera County's approach may require developers to install pressurized onsite water tanks for firefighting purposes if existing infrastructure is not adequate. Additionally, stakeholders expressed concern that the fire department is not a standard part of the plan review process. Currently, it is up to the developer to take initiative, and very few do so.

> *"Many small subdivisions have limited fire suppression capacity because individual lots are on wells or have unpressurized storage tanks."*

Finally, the fire department also does not inspect vacation rentals as part of its annual inspection of commercial business, which poses additional challenge because visitors are not usually aware of the fire risk in the area. Stakeholders recommend that, at a minimum, the fire department review and inspect vacation rentals to confirm they are up to current fire code.

Code Enforcement

Several stakeholders indicated there are challenges for effective code enforcement. The County Code lacks administrative enforcement provisions. It also includes options for multiple appeals of citations and can lead to expensive, time-consuming, and ineffective code enforcement. County staff have explored preparing more effective provisions, including administrative fines and fewer appeal options, but no changes have been completed and adopted. Currently, the most common code violation in the County is excess garbage and junk located on private property. Other common violations include large, unpermitted events, such as weddings, on residential property.

County staff prefer working cooperatively with property owners to resolve Code violations rather than rely on violation notices and fines. However, the stakeholders observed that the enforceable threat of fines and abatement costs is sometimes necessary to get cooperation. If uncooperative property owners know that they can delay code enforcement through multiple appeals for months or years at little cost, effective enforcement can be problematic.

Attachment: 5 MCZSO_Stakeholder Summary Report (Background) (11928 : Development Code Update - Workshop #3)

Streamlining the Ordinances

There was broad agreement among County staff and stakeholders that the existing Zoning and Subdivision Ordinances are antiquated and include standards and regulations that do not reflect contemporary development trends and practices. Stakeholders noted that the ordinances are ambiguous and difficult to enforce, and often are an impediment to contemporary development.

"The wheel is reinvented every time a subdivision application comes through."

It has been historically very easy to develop in Mariposa County. But as the county population continues to grow, it has become apparent that existing standards and practices are no longer sustainable. To fully satisfy the need for cohesive quality development that aligns with changing development trends and county needs, the updated ordinances must reflect these changes with streamlined standards, review procedures, and organization. Additionally, the updated ordinances will need consistent use of applicable graphics, allow for flexibility, and remove uncertainty in development standards. This can include more allowable and by-right uses rather than discretionary project review and approval.

Sign Regulations

Some stakeholders felt that the sign ordinance is good, but too restrictive. A few years ago the County worked to grandfather existing signs into a revised ordinance. Now, however, owners of newer businesses periodically express dissatisfaction with having to comply with more restrictive regulations. Additionally, some residents and business owners are not clear about off-site signage regulations. Some stakeholders felt that off-site signage is good for business marketing but that without stringent standards such signs can become a nuisance. Several stakeholders were also interested in having the new Zoning Ordinance explore the use and creation of development standards for iconic signs.

From a safety perspective, some stakeholders felt it would be prudent to require reflective address signs in new developments. Reflective signs would be more visible in bad weather (e.g., fog, heavy rain, snow) or an emergency (e.g., wildfire), helping emergency responders navigate in low-visibility conditions.

Section 4: Additional Stakeholder Discussion Topics

The stakeholders expressed several additional topics and ideas for improving the Zoning and Subdivision Ordinances, including:

- Clarity on easement regulations and roadway improvement standards;
- Parking district investments, perhaps from business owners;
- 5-acre lot minimum should be reconsidered with a 2.5-acre option; however, in certain areas lot minimums should be increased based on existing lot configuration and terrain constraints (i.e., slope);
- Expansion of the Sphere of Influence for the Mariposa Public Utility District (serving town of Mariposa), to include the Mariposa County Fairgrounds and Airport;
- Maintain and preserve the Historic District standards;
- Small-lot setback requirements and structure placement;

Attachment: 5 MCZSO_Stakeholder Summary Report (Background) (11928 : Development Code Update - Workshop #3)

- Placement, location restrictions, and permitting requirements for septic tanks on private property;
- Flexibility of zoning code uses and development standards;
- Surface water rights related to different zoning districts;
- There is public perception that the county and government should not tread on property rights.

Attachment: 5 MCZSO_Stakeholder Summary Report (Background) (11928 : Development Code Update - Workshop #3)

Appendix A: Stakeholder Interviewees and County Staff

Invited Stakeholders

Tony Toso, *Agricultural Appraiser, Landowner, and co-owner of Cotton Creek Ranch*

Dave Conway, *Director of Mariposa County Environmental Health Division*

Bill King, *Retired Mariposa County Planner*

Betsy Garcia, *Self-Help Enterprises*

Jerry Fischer, *CEO for Yosemite Management Group*

Mark Rowney, *Mariposa Public Utility District*

John McCamman, *District V Planning Commissioner*

Jerry Edlebrock, *Yosemite Conservancy*

Darin Dinsmore, *Planning Consultant for Yosemite Conservancy*

Rogers Stephen, *Civil Engineer*

Dave Lawson, *Local Contractor and Builder*

Anita Starchman Bryant, *Attorney at Starchman Bryant Attorneys at Law*

John Morgan, *CAL FIRE and County Fire Captain*

Jim Evans, *Retired Mariposa County Housing and Community Development Department Director*

Kevin Cann, *District IV Supervisor*

Ken Melton, *El Portal Cable Television Owner*

Russ Marks, *County Surveyor and previous Surveyor for Freeman & Seaman Land Surveying*

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