MARIPOSA COUNTY

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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

April 6, 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

Amanda Krull/4-H Public Speaking Leader introduced members, Lucy Krull (12 yrs), Sara Blalock (9 yrs), and Ellyson Krull (6 yrs). Susie Cliff/Program Co-Chair was also introduced.

Shannon Gadd/Health and Human Services Agency (HHSA) Director extended kudos to the 4-H members, and introduced Joshua Skunca, the new HHSA Division Director of Administrative Services.

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

No public comment. Regarding CA9, Shannon Gadd and Michael Cornwell/HHSA Deputy Director Administrative Services advised that this item is an amendment to a $20 modem, but that the contract will be up soon and that they are working with technical services to investigate alternatives.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-156**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-157**

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

CA3. **Sheriff's Office RES-2021-158**

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

CA4. **Sheriff's Office RES-2021-159**

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event

CA5. **Sheriff's Office RES-2021-160**

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event

CA6. **Administration RES-2021-161**

Approve an Amendment to the Renewal Agreement with Tangent for 85 Additional Microsoft 365 Licenses; Premium Support Services; and Migration Support for Health and Human Services Agency (HHSA); in an Amount Not to Exceed $36,655 with a Term of July 5, 2020 through July 5, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Fire RES-2021-162**

Approve Amended Agreement with Professional Health Services, Inc. to Extend the Term of the Original Agreement from March 7, 2021 to September 8, 2021; and Authorize the Fire Chief to Sign the Amendment

CA8. **Health and Human Services 2021-38**

Accept the Resignation of Angelina Brouillette as Member at Large; Appoint Kimberley Martin as Community Member at Large for a Term Expiring April 6, 2024; Appoint Lydia Lower as the MCUSD Superintendent's Designee for a Term Expiring April 6, 2024; and Appoint Katherine Baker as the HHSA Director's Designee to the Mariposa County First 5 Commission with a Term Expiring April 6, 2024

CA9. **HHS/Behavioral Health & Recovery Services RES-2021-163**

Approve an Amendment to the Three Year Agreement with TeleQuality Communications, Inc., Including Required Cost Information in the Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Behavioral Health & Recovery Services RES-2021-164**

Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $15,000 to a New

Amount Not to Exceed $155,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **HHS/Behavioral Health & Recovery Services RES-2021-165**

Approve an Agreement with Aurora Behavioral Health Care to Provide Inpatient Psychiatric Services for Mariposa County Behavioral Health in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Public Health RES-2021-166**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for an Administrative Analyst I Extra-Help Position in the Health & Human Services Public Health Branch

CA13. **HHS/Public Health RES-2021-167**

Approve an Amendment to the California Department of Public Health (CDPH) Immunization Local Assistance Grant Agreement Number 17-10329, A02 to Increase the Grant Funding by $39,696 for a New Amount Not to Exceed of $73,771 for Fiscal Year 2020-2021 and Increases the Total 2017-2022 Grant Funding to the New Amount Not to Exceed $214,421; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA14. **Public Works RES-2021-168**

Approve an Agreement with Caltrans for 2020/2021 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Public Works & Transportation Director to Sign the Agreement

CA15. **Sheriff's Office RES-2021-169**

Approve an Increase of Hours in a Not-To-Exceed Amount of 1,195 Hours for One (1) Extra-Help Court Security Officer for the Sheriff's Office

E. Board Recognitions

1. **Health and Human Services 2021-39**

Proclaim April 10-16, 2021 as "Week of the Young Child"

Shannon Gadd gave the staff report. No public input.

Chair Long presented the Proclamation to Shannon Gadd and several young audience members.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Board of Supervisors 2021-40**

Proclaim the Month of April 2021, as "California Friday Night Live Month" (Board Chair)

Megan Atkinson/Mariposa Safe Families (MSF) Executive Director introduced Heather Livingston/MSF Youth Coordinator who discussed her involvement with the program starting in 6th grade. During public comment, Shannon Gadd noted that HHSA has been contracting with MSF to provide the Friday Night Live for over 10 years, and discussed the increase in youth engagement via Zoom.

Chair Long presented the Proclamation to Megan Atkinson, and other MSF staff.

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

3. **Board of Supervisors 2021-41**

Proclaim the Month of April 2021, as "Alcohol Awareness Month" (Board Chair)

Megan Atkinson gave the staff report, noting the many programs that Mariposa Safe Families provides. During public comment, Baljit Hundal/HHSA Health Services Division spoke in support of the item.

Chair Long presented the Proclamation to Megan Atkinson and MSF staff.

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

4. **Board of Supervisors 2021-42**

Proclaim the Month of April 2021, as "Child Abuse Awareness Month" (Board Chair)

Megan Atkinson gave the staff report, discussed the mission of the Mariposa Safe Families, and advised that they are the designated Child Abuse Prevention Council for the County of Mariposa. Ms. Atkinson also discussed last month's Safe at Home Fun Fair and advised of upcoming events. No public input.

Chair Long presented the Proclamation to Megan Atkinson and MSF staff.

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

5. **Board of Supervisors 2021-43**

Proclaim the Month of April, 2021, as “Sexual Assault Awareness Month” and April 28, 2021, as “Denim Day" (Board Chair)

Shannon Bridges/Mountain Crisis Services Peer Counselor gave the report by discussing the prevalence of sexual abuse in society. During public comment, Shannon Gadd spoke in support of the item by discussing the prevalence of sexual assault as well as the genesis of Denim Day.

Chair Long presented the Proclamation to Shannon Bridges and Kristin Fiester from Mountain Crisis Services.

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

F. Departmental Presentation

Mike Kinslow/Building Director advised that issuance of the permit for the Creekside Terrace Project is currently waiting on approval from three departments and Mariposa Public Utility District. He also noted approving the onsite structures, reported that they have received the first submittals for fire sprinklers, fire alarm, and monitoring systems, and noted that more work is needed on the playground equipment. Board discussion ensued.

John Morgan/CAL FIRE Battalion Chief - Mariposa County Fire advised that they are in active recruitment mode and are looking for new volunteers, and noted that there was a marked increase in their training numbers which signifies that more people are becoming engaged in this. Chief Morgan also noted that while their overall membership numbers are lower, participation is higher. He also reported that they are noticing an increase in escaped control burns and requested that people keep their burn piles small; and reminded everyone that now is the time to work on defensible spaces.

Kristina Allen/Deputy Director of Public Health reported that at least 30% of the county's population has been vaccinated with at least one dose; advised of upcoming vaccine clinics; and noted that Rite Aid has received 100 doses of the Johnson & Johnson vaccine which they are giving out by appointment only. Dr. Allen also reported that they conducted their first MyTurn clinic last Friday night, noting that they will not do another until after April 9th when a county resident only feature can be turned on. She also advised that the county is still in the Orange Tier but that the hope is that we will be moving into yellow next Tuesday. She also noted that it is National Public Health Week and recognized the hard work and dedication of the Public Health staff.

Shannon Gadd noted she cannot imagine a time in history when public health was more important, and extended thanks to Public Health staff and to Dr. Sergienko and Dr. Allen for their efforts. Ms. Gadd also reported that Project Room Key officially closed at the end of the last month, and provided the numbers of people served through it.

Mike Healy/Public Works Director extended kudos to Public Health, and reported that there are some new considerations regarding Antone Road for the Mariposa Creek Project Terrace but noted that he anticipates they will be able to work through them soon. He also announced receipt of a CalRecycle grant which will provide for a tire amnesty day for residents on May 7th and 8th at the Landfill, and on May 7th at the Coulterville Transfer station. Mr. Healy cautioned that this is not for businesses, and that there is a limit of nine tires per visit. He also announced that the survey work on

the downtown project has been completed and advised that notices should go out within the next month for some of the public outreach sessions. Mr. Healy also referred to Chief Morgan's report and noted that brush and trees are accepted at the landfill, if people choose to not burn. Mr. Healy also advised that Low Carbon Transit Operations Program money has again been authorized for YARTS to use towards a clean fleet; noted that the Darrah Road Bridge construction meeting is this week; and advised of the opening of the Indian Gulch Road temporary bridge. Board discussion ensued regarding the bridge and its design.

Recess

10:39 AM Chair Long recessed the meeting and reconvened at 10:45 AM.

G. Public Comment on Non-Agenda Items

Candy O'Donel-Browne/John C. Fremont Healthcare District (JCFHD) Board Chair welcomed the two new supervisors. She also advised of the healthcare district's intent to pursue another ballot measure for the June 7, 2022 election for the purpose of establishing a new sales tax to benefit JCFHD. She also suggested that another joint meeting would be good, and the Board members indicated their concurrence.

Recess Board of Supervisors

10:38 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk's reading of the Government Code announcement.

H. AIR POLLUTION CONTROL DISTRICT

10:53 AM Chair Menetrey convened the Air Pollution Control District (APCD) Board with all members present.

Public Comment Period

None.

APCD Regular Agenda

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

Selection of the 2021 Mariposa County Air Pollution Control District Board Chair

René LaRoche/Clerk of the Board gave the staff report for this item and the next. No public input.

ACTION: ***Miles Menetrey was selected as the 2021 Air Pollution Control District Board Chair.***

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

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

Selection of the 2021 Mariposa County Air Pollution Control District Board Vice-Chair

No public input.

ACTION: ***Marshall Long was selected as the 2021 Air Pollution Control District Board Vice-Chair.***

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

3. **Air Pollution Control Officer APCD-2021-3**

Ratify the Application Signed by the Air Pollution Control District Officer; Approve Grant Agreement California Air Resources Board Carl Moyer Memorial Air Quality Standards Attainment Program for Fiscal Year 2020-2021 (Year 23); and Authorize the Air Pollution Control Board Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel)

Dave Conway/Deputy APCD Officer gave the staff report. No public input.

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

Adjourn APCD

11:06 AM Chair Menetrey adjourned the APCD Board meeting.

I. LOCAL TRANSPORTATION COMMISSION

11:06 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-10**

Approve a Grant Agreement with Caltrans to Fund the Local Roadway Safety Plan for an Amount Not to Exceed $80,000.00; and Authorize the Local Transportation Commission Chair to Sign the Agreement

Mike Healy/LTC Executive Director 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

Adjourn LTC

11:09 AM Chair Long adjourned the LTC meeting.

J. WATER AGENCY BOARD

11:09 AM Vice-Chair Smallcombe convened the Mariposa County Water Agency Board of Directors with all members present.

Public Comment Period

None.

Water Agency Board Regular Agenda

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

Selection of Water Agency Board Chair for 2021

René LaRoche/Clerk of the Board gave the staff report for this item and the next. No public input.

ACTION: ***Tom Sweeney was selected as the 2021 Water Agency Board Chair.***

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

11:12 AM Director Smallcombe passed the gavel to Chair Sweeney.

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

Selection of Water Agency Board Vice-Chair for 2021

No public input.

ACTION: ***Marshall Long was selected as the 2021 Water Agency Board***

Vice-Chair.

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

3. **Administration WA-2021-3**

Approve an Agreement to Sell 0.04 Acres of Real Property at APN 008-080-067 ($1,242); Approve a Parcel Merger to Restore the Parcel to Its Original Shape and Size (To be Completed with the Filing of a Certificate of Compliance and Declaration of Waiver and Merger); and Authorize the Water Agency Board Chair to Sign All Associated Forms Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble/County Administrative Officer gave the staff report. No public comment.

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

Adjourn Water Agency

11:18 AM Chair Sweeney adjourned the Water Agency meeting.

K. YOSEMITE WEST MAINTENANCE DISTRICT

11:18 AM Chair Smallcombe convened the Yosemite West Maintenance District (YWMD) Board meeting with all members present.

Public Comment Period

None.

Yosemite West Maintenance District Regular Agenda

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

Selection of Yosemite West Maintenance District Board Chair for 2021

René LaRoche/Clerk of the Board gave the staff report for this item and the next. No public input.

ACTION: ***Rosemarie Smallcombe was selected as the 2021 Yosemite West Maintenance District Board Chair.***

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

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

Selection of Yosemite West Maintenance District Board Vice-Chair for 2021

No public input.

ACTION: ***Miles Menetrey was selected as the 2021 Yosemite West Maintenance District Board Vice-Chair.***

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

3. **Public Works YWMD-2021-3**

Approve the First Amendment with Provost & Pritchard for Engineering Services to Increase Compensation by $12,000 for a New Amount Not to Exceed $52,000; and Authorize the Yosemite West Maintenance District Chair to Sign the Amendment

Mike Healy/Public Works Director gave the staff report. No public input.

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

Adjourn Yosemite West Maintenance District

11:29 AM Chair Smallcombe adjourned the YWMD Board meeting.

Reconvene as Board of Supervisors

11:29 AM Chair Long reconvened the Board of Supervisors meeting.

L. Regular Agenda Items

1. **Public Works RES-2021-171**

Approve Change Order 2 for the Interim Indian Gulch Bridge Storm Disaster Project with AM Development to Increase Compensation by $191,258 for a New Amount Not to Exceed of $1,493,349; and Authorize the Public Works & Transportation Director to Sign the Change Order

Mike Healy gave the staff report. No public input.

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

2. **Planning RES-2021-172**

Approve an Agreement with Sierra Foothill Conservancy to Complete the Mariposa Creek Parkway Restoration Project in an Amount Not to Exceed $400,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($415,000) 4/5ths Vote Required

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

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

3. **County Counsel (ID # 11577)**

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending Section 10.08.140 of the Mariposa County Code Entitled 'Violation - Penalty'"

Steven W. Dahlem/County Counsel introduced Kevin Briggs/Assistant County Counsel who gave the staff report. No public input. Board discussion ensued.

RESULT: **INTRODUCED [UNANIMOUS] Next: 4/20/2021 9:00 AM**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Administration RES-2021-173**

Approve an Agreement with Stradling Yocca Carlson & Rauth for Bond Counsel and Disclosure Counsel Services (Up to $130,000); and Authorize the County Administrative Officer to Sign the Agreement

Dallin Kimble gave the staff report. During public comment, Mike Healy spoke in support of the item.

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

5. **Administration RES-2021-174**

Approve 39-Month Contract for the Operation of the Mariposa Visitor Center with the Mariposa County Chamber of Commerce in an Amount Not to Exceed $765,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Reducing General Fund Contingency to Ensure Sufficient Funds for This Agreement in the Current Fiscal Year ($16,000) 4/5ths Vote Required

Dallin Kimble gave the staff report. No public input.

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

6. **Administration RES-2021-175**

Approve the Issuance of Three Below Market Rate Loans to Self Help Enterprises for the 42-Unit Creekside Terrace Project ($2,809,000); Approve the Use of State Grants to Fund the Loan; and Authorize the Board of Supervisors Chair to Sign All Loan Documents Pertaining to the Three Loans (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble introduced Ben Goger/Housing Development Specialist who gave the staff report. Board discussion ensued. No public input.

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

Lunch Recess

12:40 PM Chair Long recessed the meeting for lunch.

M. Items removed from Consent Agenda

None.

N. 2:00 PM Reconvened

1. **Administration RES-2021-176**

Conduct a Public Hearing to Solicit Citizen Input on the County's Proposed Five Year Permanent Local Housing Allocation (PLHA) Plan Activities; Adopt a Resolution Approving Plan Activities and Authorize the County Administrative Officer to Submit the Approved Plan; and Authorize the Board of Supervisors Chair to Sign an Agreement and Any Subsequent Amendments or Modifications Thereto, as Well as Any Other Documents Which Are Related to This Program or the PLHA Grant Award (Subject to Approval as to Legal Form by County Counsel)

2:00 PM Public Hearing Opened.

Dallin Kimble introduced Ben Goger who gave the staff report with a PowerPoint presentation. During public comment, the item was urged by Lydia Arre. Board discussion ensued.

2:30 PM Chair Long closed the Public Hearing.

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

O. Board Information

Information received.

P. Adjournment

2:52 PM Chair Long adjourned the meeting in memory of Craig Campbell, Tre Ford, June Marlene Burke, Jimmy Moore, Virginia Parrott, and Lou Jean Bogusch.

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 2021-156

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-157

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

REF ID# 11389

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-158

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

REF ID# 11597

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-159

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Mono Wind Event

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

January 22nd, 2021: The Board ratified the January 19th, 2021 Local Emergency Proclamation Due to the Mono Wind Event. 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: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 11599

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-160

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

February 9th, 2021: The Board ratified the February 3rd, 2021 Local Emergency Proclamation Due to the Meteorological "Atmospheric River" Event. 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: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-161

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July 2021

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Renewal Agreement with Tangent for 85 Additional Microsoft 365 Licenses; Premium Support Services; and Migration Support for Health and Human Services Agency (HHSA); in an Amount Not to Exceed $36,655 with a Term of July 5, 2020 through July 5, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County has completed the transition to Microsoft 365 for the majority of staff. Technical Services is still working to meet requirements from the Department of Justice to enable the Sheriff's department to make the transition as well. This contract will cover 85 licenses for the Sheriff's office, once those requirements are met.

We want to acknowledge that this contract is retroactive from July 5, 2020. The work to implement, transition and train staff overshadowed the work to finalize the contract. The COVID-19 Pandemic forced Mariposa County to support teleworking staff more rapidly than originally anticipated, which exacerbated the delay in the contracting process. When invoices were received, we realized that we had not taken this step to ensure approval of the contract and pay for the licenses.

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

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

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

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

REF ID# 11594

ATTACHMENTS:
Agreement_2021-090 (PDF)
Tangent Contract 4.6.21 (PDF)

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

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-90

MEETING: February 23, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Renew Microsoft 365 License Agreement for $92,700 July 2020 to July 2021

RECOMMENDATION AND JUSTIFICATION:
Approve the Renewal Agreement with Tangent for 10 Microsoft 365 Licenses, and Adding 370 New Licenses, in an Amount Not to Exceed $92,700 with a Term of July 5, 2020 through July 5, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County has completed the transition to Microsoft 365 for the majority of staff. Technical Services is still working to meet requirements from the Department of Justice to enable the Sheriff's department to make the transition as well. We anticipate that will occur later this year.

We want to acknowledge that this contract is retroactive from July 5, 2020. The work to implement, transition and train staff overshadowed the work to finalize the contract. The COVID-19 Pandemic forced Mariposa County to support teleworking staff more rapidly than originally anticipated, which exacerbated the delay in the contracting process. When invoices were received, we realized that we had not taken this step to ensure approval of the contract and pay for the licenses.

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

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

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

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

Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

Resolution - Action Requested 2021-90

ATTACHMENTS:
Tangent Contract (PDF)
Tangent Email Contract Change Request Confirmation (PDF)
Tangent and Microsoft 365 Memo (PDF)

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

Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

tangent

Terms and Conditions

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

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

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

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

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

Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

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

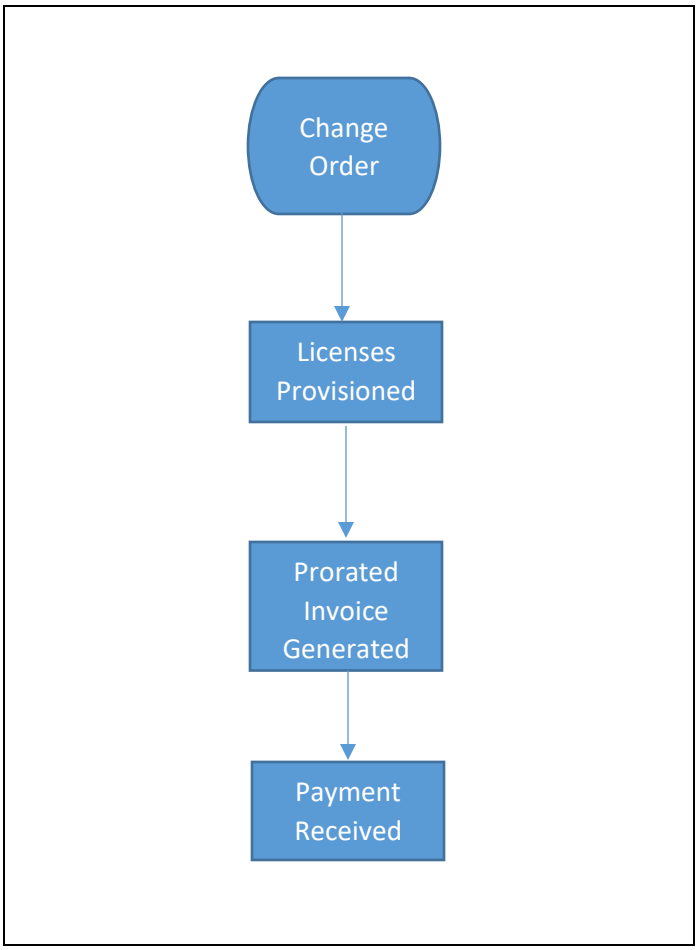
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You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

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

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

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

Change Order Process Overview.



Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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would be responsible for Tangent resources under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Customer Signature			
Organization Name	Mariposa County		
Signatory Name	Marshall Long		
Signatory Position	Board of Supervisors Chair		
Signatory Phone	209-966-3222		
Signatory E-Mail	mlong@mariposacounty.org		
Signature	Marshall Long zorrosign 6CF94BE389	Date	02/26/2021

Vendor Signature			
Organization Name	Tangent Inc.		
Signatory Name	Michael Waltner		
Signatory Position	Account Manager		
Signatory Phone	650-342-9388 x 2133		
Signatory E-Mail	~~michaelw@tanegnt.com~~ michaelw@tangent.com		
Signature	zorrosign 6CF94BE384	Date	02/26/2021

Approval as to Legal Form:
Steven W. Dahlem
zorrosign 6CF94BE375
Steven W. Dahlem

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Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

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

1. Grants, rights and terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Subscriptions, ordering.

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

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

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

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

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

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

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

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

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

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

d. Renewal.

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

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

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

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

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

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

3. Term, termination.

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

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

4. Security, privacy, and data protection.

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

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

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

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

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

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

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

5. Warranties.

a. Limited warranty.

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

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

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

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

6. Defense of third party claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   b. Special Terms.

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

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

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

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

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

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

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

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

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

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

a. ***Customer Prerequisites.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FTI" is defined as in IRS Publication 1075.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 1
Internal Revenue Services
Federal Tax Information
Safeguarding Addendum

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

I. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

II. **CRIMINAL/CIVIL SANCTIONS.**

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

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

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

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

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

III. INSPECTION.

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

Customer Signature			
Organization Name	Mariposa County		
Signatory Name	Marshall Long		
Signatory Position	Board of Supervisors Chair		
Signatory Phone	209-966-3222		
Signatory E-Mail	mlong@mariposacounty.org		
Signature	Marshall Long zorrosign 6CF94BE39F	Date	02/26/2021

Approval as to Legal Form:

Steven W. Dahlem zorrosign 6CF94BE380

Steven W. Dahlem

Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

Vendor Signature			
Organization Name	Tangent Inc.		
Signatory Name	Michael Waltner		
Signatory Position	Account Manager		
Signatory Phone	650-342-9388 x 2133		
Signatory E-Mail	~~michaelw@tanegnt.com~~ michaelw@tangent.com		
Signature		Date	02/26/2021

Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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Mariposa County - Attachment 2: Scope of Work and Cost Estimate

Anthony Rios
Mariposa County
arios@mariposacounty.org
P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA

Ship To:

Reference# QUO-01544-S6S9Z1
Prepared: 1/27/2021 12:40 PM
Expires: 3/1/2021
Prepared by: La Ne Scott
Customer Success Manager
LaNeS@tangent.com

Products & Services

Item	Qty	Unit Price	Extended
O365 GCC G3	380	$240.00	$91,200.00
Office 365 Support	1	$1,500.00	$1,500.00

Subtotal	$92,700.00
Freight	
Total	**$92,700.00**

This total does not include any applicable taxes.

Notes:
Term of contract: July 5, 2020 - July 5, 2021
Scope of Work: 380 Annual Microsoft 365 Cloud Licenses

Questions? Contact me



La Ne Scott
LaNeS@tangent.com
Customer Success Manager
(800) 342-9388 x 2139

Attachment: Agreement_2021-090 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July 2021)

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Mariposa County - Mariposa County Office Migration and licensing quote

Ship To:

Mariposa County

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

Reference# QUO-01575-J2W7M8
Prepared: 3/24/2021 10:35 AM
Expires: 4/22/2021
Prepared by: Michael Waltner
Account Manager
michaelw@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
Office 365 E3	85	$240.00	Annual Subscription	$20,400.00
Services	60	$200.00		$12,000.00
Invoice	1	$4,255.00		$4,255.00

Subtotal	$36,655.00
Freight	
Total	**$36,655.00**

This total does not include any applicable taxes.

Notes:

The term of this contract is from July 5 2020 to July 5 2021

Questions? Contact me



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

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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Tangent
191 Airport Blvd
Burlingame, CA 94010
800-342-9388
O365Admins@Tangent.com
https://www.tangent.com/microsoft-cloud/office-365

BILL TO
Mark Lowrimore
Mariposa County
P.O. Box 1268
Mariposa, CA 95338

INVOICE # INV-01943-Q9M6W3
DATE 9/14/2020
DUE DATE 9/14/2020
TERMS Due on Receipt
PO #

9/14/2020			
GSuite to Office 365 Migration - 185 Users Ordered on 11 Sep, 2020	1.00000	$4,255.00	$4,255.00

SUBTOTAL	$4,255.00
TOTAL	$4,255.00

Customers enrolled in **AUTOBILL** will be charged automatically.
To create a new credit card payment profile or update an existing profile, please contact O365Admins@Tangent.com for a secure payment profile link.

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

Tangent
191 Airport Blvd
Burlingame, CA 94010
800-342-9388
O365Admins@Tangent.com
https://www.tangent.com/microsoft-cloud/office-365

CUSTOMERS NOT ENROLLED IN AUTOBILL:

Please refer to the below information regarding payment remittance to Tangent Computer

ACH WIRE INFORMATION:

Receiving Bank:	**Union Bank**
Bank address:	**390 South El Camino Real**
	San Mateo, CA 94402
ABA #:	**122000496**
SWIFT code:	**BOFCUS33 MPK**
Beneficiary:	**Tangent Computer, Inc.**
Beneficiary Account #:	**11000-25635**
Beneficiary Contact name:	**Lannie Tran**
Email:	**lanniet@tangent.com**

MAILING ADDRESS for Checks:

Head Quarter main lock box:
Tangent Computer
PO BOX 1902
FREMONT CA 94538

Courier Delivery address:
Tangent Computer
191 Airport Blvd
Burlingame CA 94010

Customers enrolled in **AUTOBILL** will be charged automatically.
To create a new credit card payment profile or update an existing profile, please contact O365Admins@Tangent.com for a secure payment profile link.

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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Terms and Conditions

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

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

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

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

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

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

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

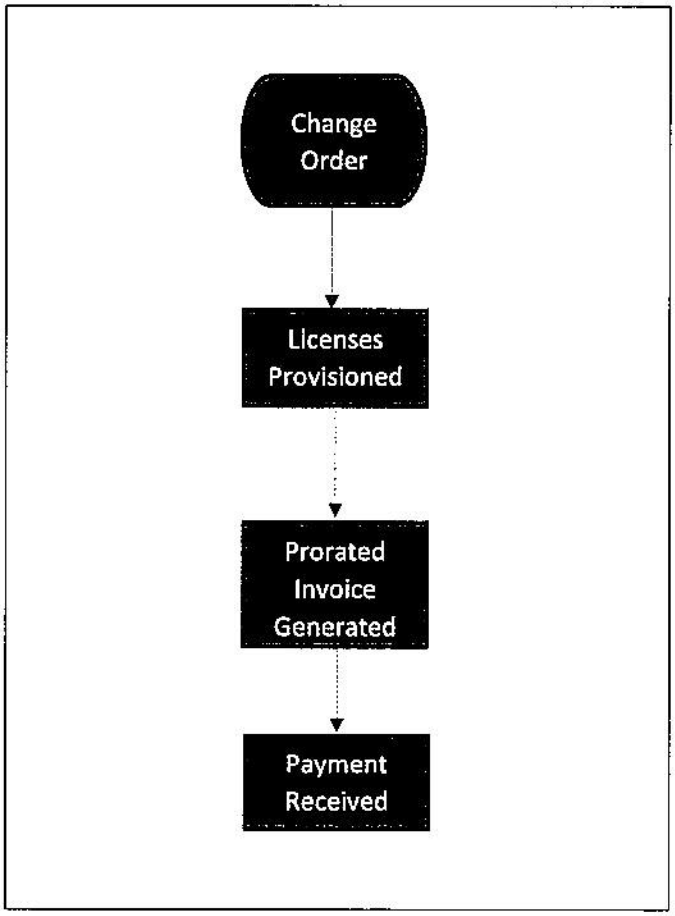
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You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

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

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

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

Change Order Process Overview.



Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

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

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

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

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

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

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

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

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

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

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

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

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Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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would be responsible for Tangent resources under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Customer Signature			
Organization Name	Mariposa County		
Signatory Name	Marshall Long		
Signatory Position	Board of Supervisors Chair		
Signatory Phone	(209) 966-3222		
Signatory E-Mail	mlong@mariposacounty.org		
Signature		Date	

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

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Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

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

1. *Grants, rights and terms.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ***Subscriptions, ordering.***

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

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

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

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

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

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

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

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

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

d. ***Renewal.***

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

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

e. ***Eligibility for Academic, Government and Nonprofit versions.*** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites: *(i)* For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at www.aka.ms/academiceligibility; *(ii)* For government offers, the requirements listed at www.aka.ms/governmenteligibility; and *(iii)* For nonprofit offers, the requirements listed at www.aka.ms/nonprofiteligibility.

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

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

3. ***Term, termination.***

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

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

4. ***Security, privacy, and data protection.***

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

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

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

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

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

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

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

5. ***Warranties.***

a. ***Limited warranty.***

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

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

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

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

6. ***Defense of third party claims.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   b. Special Terms.

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

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

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

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

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

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

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

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

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

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

a. ***Customer Prerequisites.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Customer Right to Inspect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. *Miscellaneous.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. *Definitions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FTI" is defined as in IRS Publication 1075.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

Internal Revenue Services

Federal Tax Information

Safeguarding Addendum

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

I. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

II. CRIMINAL/CIVIL SANCTIONS.

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

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

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

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

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

III. INSPECTION.

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

Customer Signature			
Organization Name	Mariposa County		
Signatory Name	Marshall Long		
Signatory Position	Board of Supervisors Chair		
Signatory Phone	(209) 966-3222		
Signatory E-Mail	mlong@mariposacounty.org		
Signature		Date	

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

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

Attachment: Tangent Contract 4.6.21 (RES-2021-161 : Approve Amendment to Microsoft 365 License Agreement for $36,655 July 2020 to July

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2021-162

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Amendment with Professional Health Services

RECOMMENDATION AND JUSTIFICATION:
Approve Amended Agreement with Professional Health Services, Inc. to Extend the Term of the Original Agreement from March 7, 2021 to September 8, 2021; and Authorize the Fire Chief to Sign the Amendment

The amendment with Professional Health Services to continue this years annual OSHA-required respiratory evaluation. This will allow for County Fire become compliant for this year while a new three year agreement will be drawn up for board approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County Fire utilizes an on-line OSHA(Occupational Safety and Health Administration) required respiratory evaluation through Professional Health Services, Inc. The agreement was set for one year and expired as of March 7, 2021. This amendment to the agreement will allow for a six month extension to complete this years required evaluation for our volunteer firefighters. No board action on the agreement from the past but was advised of the needed board approval to amend the agreement since it had expired.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay in this years compliance requirement to write a new agreement with current RPP evaluations expiring, will prevent our volunteers from responding to emergency incidnets.

FINANCIAL IMPACT:
agreement is for services not to exceed $2,500.00

ATTACHMENTS:
RPP 2020 Final Agreement (PDF)
RPP Amendment 2021 (1) (PDF)

REF ID# 11620

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

AGREEMENT FOR ANNUAL RESPIRATORY PROTECTION PLAN

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Professional Health Services, Inc., ("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 March 8, 2020, and terminate on March 7, 2021, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform annual online OSHA-required respiratory evaluations 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 $2,500.00. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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.

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Professional Health Services, Inc.
83 S. Eagle Road
Havertown, PA 19083

COUNTY:
Mariposa County Fire Department
4802 Highway 140
Mariposa, CA 95338

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

29. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Mike van Loben Sels, Fire Chief

CONTRACTOR

Karen A. Kleiman, Vice President

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

Exhibit A
SCOPE OF WORK

Contractor will provide an online platform for Mariposa County Fire Department (MCFD) volunteer firefighters to self-evaluate their physical fitness level and abilities.

Once a volunteer firefighter has completed their online self-evaluation they will automatically be issued a certificate stating that they can be fit tested by MCFD.

If the volunteer firefighter fails the self-evaluation a physician from Professional Health Services, Inc. will review the application and talk to the volunteer firefighter to determine if he or she is medically able to proceed with fit testing. In the event it is determined that the volunteer firefighter is unable to proceed with fit testing, MCFD will be notified and the physician will recommend that a formal physical should be scheduled.

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

Exhibit B
COST PROPOSAL

Exam Element Charges

Respirator Evaluation Program

OSHA Respirator Questionnaire – online option, unit cost $18.00, total cost $1,620.00
Approximate number of medical evaluations – 90

Physician review and participant consults for clearance failures (as needed), unit cost of $25.00, estimate of 15, total cost $375.00

Estimated total program charges: $1,995.00 with a not to exceed amount of $2,500.00

*It is anticipated that up to 10% will require physician consults to complete respirator medical evaluations

Reports included:
Individual Respirator Clearance Statements are available online
Respirator Clearance Summary Report will be sent with an invoice

Charges to be invoiced on a monthly basis

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

Professional Health Services, Inc.

83 S. Eagle Road ♦ Havertown, PA 19083 ♦ (610) 853-1330 ♦ Fax: (610) 446-4195

Prepared For:
Frank Johnson
Mariposa County Fire Department
Mariposa, CA
March 1, 2020

Prepared By:
Karen A Kleinman
Phone: (610) 853-1330, x-121
Email: kakleinman@phsmobile.com

Program Specifications

Approximate Number Medical Evaluations **90**

Exam Element Charges	Quantity	Unit Cost	Total Cost
Respirator Evaluation Program			
OSHA Respirator Questionnaire - Online Option	90	$18.00	$1,620.00
* Physician Review & Participant Consults for Clr. Failures *as needed*	15	$25.00	$375.00
Estimated: Etotal Program Charges			**$1,995.00**

*** You can anticipate that up to 10% of your employees will require Physician Consults to complete their Respirator Medical Evaluations**

Reports included:

Individual Respirator Clearance Statements are available Online.
Respirator Clearance Summary Report will be sent with the invoice.

Invoicing to Site Contact at Test Site

Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

Client#: 2140981 150PROFEHEA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2500 Renaissance Blvd Suite100 King Of Prussia, PA 19406-2639 610 279-8550	CONTACT NAME: Matt Donahoe PHONE (A/C, No, Ext): 610 279-8550 FAX (A/C, No): 6102798543 E-MAIL ADDRESS: mdonahoe@mcgriffinsurance.com
INSURED Professional Health Services, Inc. 83 S Eagle Road Havertown, PA 19083	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIX Specialty Insurance Company — 12833 INSURER B : Travelers Property Casualty Co of Amer — 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	L1YD90064700	04/26/2020	04/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA3P669270	04/26/2020	04/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $0	X	X	ZUP16N5089320NF	04/26/2020	04/26/2021	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3N055400	04/26/2020	04/26/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liab			L1YD90064700	04/26/2020	04/26/2021	$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mariposa County, its officers, officials, employees and volunteers are additional insured on a primary and non-contributory basis and a waiver of subrogation applies under the general liability policy if required by written contract and subject to policy terms and conditions. Umbrella policy follows form in regards to general liability, automobile liability and workers compensation.

CERTIFICATE HOLDER

Mariposa County Fire Department
4802 Highway 140
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew Donahoe

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Attachment: RPP 2020 Final Agreement (RES-2021-162 : Amendment with Professional Health Services)

FIRST AMENDMENT TO AGREEMENT FOR ANNUAL RESPIRATORY PROTECTION PLAN

THIS FIRST AMENDMENT TO AGREEMENT FOR ANNUAL RESPIRATORY EVALUATIONS, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Professional Health Services, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated March 8, 2020, wherein **Contractor** agreed to provide annual online OSHA-required respiratory evaluation services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to September 8, 2021.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to March 8, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since March 8, 2021, without there having been any interruption of the Agreement whatsoever.

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

Attachment: RPP Amendment 2021 (1) (RES-2021-162 : Amendment with Professional Health Services)

COUNTY OF MARIPOSA

Mike van Loben Sels/Fire Chief

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

CONTRACTOR

Karen Kleinman/Vice President

Attachment: RPP Amendment 2021 (1) (RES-2021-162 : Amendment with Professional Health Services)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Accept a Resignation and Appoint Members to the First 5 Commission

---

RECOMMENDATION AND JUSTIFICATION:

Accept the Resignation of Angelina Brouillette as Member at Large; Appoint Kimberley Martin as Community Member at Large for a Term Expiring April 6, 2024; Appoint Lydia Lower as the MCUSD Superintendent's Designee for a Term Expiring April 6, 2024; and Appoint Katherine Baker as the HHSA Director's Designee to the Mariposa County First 5 Commission with a Term Expiring April 6, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

These appointments are required by the First 5 Mariposa County Ordinance 944 and mandated by the Health and Safety Code 130105.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Commission will not be in compliance with mandates.

ATTACHMENTS:
First 5_Katherine Baker Application_Redacted (PDF)
First 5_Lydia Lower MCUSD_Nomination Letter (PDF)
Kimberley Martin_First 5 App_Redacted (PDF)

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

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: FIRST 5

Supervisorial District in which you Reside: MERCED

Length of Residency in the County: 34YRS

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: KATHERINE

Last Name: BAKER

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: FULL-TIME

Employer's Name: MARIPOSA COUNTY HHSA

Employer's Address: 5362 LEMEE LANE, MARIPOSA, CA 95338

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

I WORK FOR CPS AND I FEEL I COULD BRING A DIFFERENT PERSPECTIVE OF THE NEEDS OF FAMILIES & CHILDREN. I WANT TO HELP THE FAMILIES & CHILDREN IN THE COMMUNITY BE THE BEST TH CA BE

Please list prior/current appointments to other Boards/Commissions/Committees:

NONE

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: First 5_Katherine Baker Application_Redacted (2021-38 : Accept a Resignation and Appoint Members to the First 5 Commission)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I HAVE A BACHELOR'S + MASTER'S DEGREE IN SOCIAL WORK. I am a LICENSED CLINICAL SOCIAL WORKER. I HAVE WORKED IN CHILD WELFARE FOR MORE THAN 15 YEARS AND HAVE WORK WITH CHILDREN of all AGES AND WITH MANY DIFFERENT NEEDS. I ALSO BRING PERSONAL EXPERIENCE AS A MOTHER OF 3 AND GRANDMOTHER OF 12.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? NO

If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
YES	ANY EVENING, MOST TH+FRI DAYS	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 3.5.21 Signature: Katherine Baker

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: First 5_Katherine Baker Application_Redacted (2021-38 : Accept a Resignation and Appoint Members to the First 5 Commission)

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

P. O. Box 8 Mariposa, CA 95338 * Phone (209) 742-0250 Fax (209) 966-4549

Jeff Aranguena
Interim Superintendent

August 8, 2019

Nikki West
Executive Director
First 5 Mariposa County
5284 Hwy. 49N. Suite #2
Mariposa, CA 95338

To the Mariposa County First 5 Commission,
We are nominating Lydia Lower, MCUSD Director of Educational Services to be appointed as the District representative of the Mariposa First 5.

Ms. Lower may be reached at:
llower@mcusd.org
PO Box 8, Mariposa, CA 95338
209 742-1214

Sincerely,

Jeff Arangueana
Interim Superintendent

Attachment: First 5_Lydia Lower MCUSD_Nomination Letter (2021-38 : Accept a Resignation and Appoint Members to the First 5 Commission)

MARIPOSA COUNTY BOARD OF EDUCATION AND TRUSTEES

Kathy Chappell, District 1 | Steve Bacus, District 2 | Judy Eppler, District 3 | Wayne Forsythe, President, District 4 | Robert Collins, District 5

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: MARIPOSA FIRST FIVE

Supervisorial District in which you Reside: 2

Length of Residency in the County: 18 YRS

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Kimberley R. MARTIN

Last Name: MARTIN

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: UNEMPLOYED

Employer's Name: N/A

Employer's Address: N/A

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

I WOULD LIKE TO HELP OUR C-5 KIDS, BY PLANNING, THEIR PROGRAMS THAT WILL HELP THEM BECOME MORE RESILIENT

Please list prior/current appointments to other Boards/Commissions/Committees:

N/A

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Kimberley Martin_First 5 App_Redacted (2021-38 : Accept a Resignation and Appoint Members to the First 5 Commission)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I HAVE BEEN TRAINED IN ACES AND AM A TRAUMA INFORMED EDUCATOR. I HAVE DONE BULLYING PREVENTION FOR 11 YRS.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	ANY	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 3-15-2021 Signature: Kimberley R. Martin

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Kimberley Martin_First 5 App_Redacted (2021-38 : Accept a Resignation and Appoint Members to the First 5 Commission)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-163

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Amendment - Rural Health Telecom Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Three Year Agreement with TeleQuality Communications, Inc., including required cost information in the agreement; and authorize the Board of Supervisors Chair to sign the amendment.

The NxT1_6Mbps connection represents an upgraded connection at the Coulterville office and will allow the Department to use computer technology at a much greater capacity for services such as Telepsychiatry, Anasazi, C-IV, etc.

The Department had a T1 connection several years ago that was very costly and seldom used because the systems were still server-based applications. Since the introduction of Internet based systems, staff and clients in the Coulterville area have obtained more access to services without added transportation costs and at a greater convenience. Health and Human Services (HHSA) continues to seek opportunities to improve existing infrastructure, resulting in increased efficiency and effectiveness of service delivery.

To ensure that full payment of services is rendered, HHSA is requesting an amendment for the inclusion of the monthly cost for the lease of a router into the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Agency had an existing agreement with TeleQuality Communications, approved by Board of Supervisors through Resolution No. 2017-233 on April 25, 2017.

Board of Supervisors approved an amended agreement with TeleQuality Communications on May 22, 2018 through Resolution No. 2018-233.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, use of the Anasazi mental health computer system and C-IV eligibility system will not be possible, thus keeping services in the Coulterville area at a minimal level.

FINANCIAL IMPACT:

This item was anticipated and budgeted in the Human Services Behavioral Health FY20/21 Budget.

ATTACHMENTS:
First Amendment - Amended TeleQuality Agreementv5 (PDF)
TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233(PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES is made and entered into this _____ day of _____, 202_, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and TeleQuality Communications, Inc.(dba ENA), hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated May 22, 2018, wherein **Contractor** agreed to provide information technology services; and

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

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

1. Page 1 "CIRCUIT INFORMATION", is hereby amended to provide that an additional cost information "Monthly Router Lease - $20" to be included in table and paid to **Contractor**.

2. Except as herein amended, the agreement dated May 22, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

CONTRACTOR:

(Signature)

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: First Amendment - Amended TeleQuality Agreementv5 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Servic 0

RESOLUTION - ACTION REQUESTED 2018-233

MEETING: May 22, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Rural Health Telecom Contract

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with TeleQuality Communications, Inc. for the provision of a discounted point to point computer connection and direct internet access backup for the Coulterville office; and authorize the Board of Supervisors Chair to sign the agreement.

The NxT1_6Mbps connection represents an upgraded connection at the Coulterville office and will allow the Department to use computer technology at a much greater capacity for services such as Telepsychiatry, Anasazi, C-IV, etc.

The Department had a T1 connection several years ago that was very costly and seldom used because the systems were still server based applications. Since the introduction of Internet based systems, staff and clients in the Coulterville area have obtained more access to services without added transportation costs and at a greater convenience. Human Services continues to seek opportunities to improve existing infrastructure, resulting in increased efficiency and effectiveness of service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Department has an existing agreement with TeleQuality Communications, approved by Board of Supervisors through Resolution No. 2017-233 on April 25, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, use of the Anasazi mental health computer system and C-IV eligibility system will not be possible, thus keeping services in the Coulterville area at a minimal level.

FINANCIAL IMPACT:
This item was anticipated and budgeted in the Human Services Behavioral Health 17/18 and 18/19 Budgets.

ATTACHMENTS:
TeleQuality Agreement - Wcsignature (PDF)

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

Resolution - Action Requested 2018-233

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

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

RES. NO. 18-233

TELEQUALITY CALIFORNIA CONTRACT

CUSTOMER:	County of Mariposa	SYMBOL:	MAR.CA
FUNDING YEAR:	2018	ACSD:	4/19/2018
PRODUCT TYPE:	Point to Point	CUSTOMER TYPE:	Existing Customer - Upgrade

CUSTOMER INFORMATION	
HCP Name	*County of Mariposa*
HCP Number	*14001*
Form 465 Application Number	*43186021*
Billing Name	County of Mariposa
FCC RN	0013748231
Main Contact, Title	Anthony Rios, Network Administrator
Address 1	5362 Lemee Ln
Address 2	P.O. box 669
City, State Zip	Mariposa, CA 95338
Main Contact Phone Number	209 742 0920
Main Contact Email	arios@mariposahsc.org

SERVICE INFORMATION	
Circuit Bandwidth	NxT1_6Mbps
Port Speed	6Mbps
Billed Miles	51
MAD as listed on 465	280

TELEQUALITY INFORMATION	
Legal Name	TQCI Holdco II, LLC dba TeleQuality California
SPIN / 498 ID	143050366
Contact Person	Natalie Verette
Phone Number	210.408.0388
Email	funding@telequality.com

CIRCUIT INFORMATION	
Starting Location	5362 Lemee Lane, Mariposa, CA 95338
Termination Location	5026 Broadway, Coulterville, CA 95311
Billing Account Number	MAR.CA.0005
Contract Number	MAR.CA.030718.0021
Service Term	36 Months
Contract Expiration Date	Expiration Date is 36 Months After Bill Start Date
Total Monthly Recurring Circuit Charge	**$7,320.00**
Monthly Recurring Charge/Loop	$1,830.00
Total Non-Recurring Circuit Charge (One time)	**$2,800.00**
Non-Recurring Charge/Loop	$700.00

For Technical Info see EXHIBIT A: TECHNICAL INFORMATION

Contract Version: 1.2018

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

TELEQUALITY CALIFORNIA CONTRACT

EQUIPMENT INFORMATION	
Router Provided By	County of Mariposa
Firewall Provided By	County of Mariposa
Router Model	CISCO 1800

SIGNATURES			
County of Mariposa		TeleQuality California	
Date: 5/23/18		Date: 4-30-18	
Signature of Authorized Person		Signature of Authorized Person	
Printed Name:	Rosemarie Smallcombe	Printed Name:	Tim Koxlien
Title:	Board Chair	Title:	CEO

Please email, fax or mail signed contract to:
TeleQuality Communications
21202 Gathering Oak
San Antonio, TX 78260
Email: solutions@telequality.com
Fax: 210-408-1700

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Contract Version: 1.2018

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

EXHIBIT A: TECHNICAL INFORMATION

CUSTOMER:	County of Mariposa	SYMBOL:	MAR.CA
FUNDING YEAR:	2018	ACSD:	4/19/2018
PRODUCT TYPE:	Point to Point	CUSTOMER TYPE:	Existing Customer - Upgrade

CUSTOMER INFORMATION	
HCP Name	County of Mariposa
HCP Number	14001
Main Contact, Title	Anthony Rios, Network Administrator

SERVICE INFORMATION	
Circuit Bandwidth	NxT1_6Mbps

CIRCUIT INFORMATION	
Starting Location	5362 Lemee Lane, Mariposa, CA 95338
Termination Location	5026 Broadway, Coulterville, CA 95311
Billing Account Number	MAR.CA.0005
Contract Number	MAR.CA.030718.0021

TECHNICAL CONTACT INFORMATION	
Main Technical Contact Name, Title	Anthony Rios, Network Administrator
Main Technical Phone	209 742 0920
Main Technical Email	arios@mariposahsc.org
Building Access Contact Name, Title	Ivey Wier - Z Loc Contact
Building Access Phone	209-878-0822
Building Access Email	
Building Hours of Operation	
DMARC	Existing TQ Circuit Location

SIGNATURES			
County of Mariposa		TeleQuality California	
x Rosemarie Smallcombe Date: 5/23/18		x Tim Koxlien Date: 4-30-18	
Signature of Authorized Person		Signature of Authorized Person	
Printed Name:	Rosemarie Smallcombe	Printed Name:	Tim Koxlien
Title:	Board Chair	Title:	CEO

Please email, fax or mail signed EXHIBIT A: TECHNICAL INFORMATION to:
TeleQuality Communications
21202 Gathering Oak
San Antonio, TX 78260
Email: solutions@telequality.com
Fax: 210-408-1700

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

Copay Addendum

This Copay Addendum ("Addendum") is entered into effective as of the later date set forth in the signature blocks below (the "Effective Date") by and between TeleQuality California ("Seller"), on behalf of itself and its applicable Affiliates, and County of Mariposa ("Buyer"). This Addendum modifies the underlying contracts covering each account number listed below.

BY SIGNING BELOW, BUYER ACKNOWLEDGES AND REPRESENTS THAT PRIOR TO ITS EXECUTION IT HAS FULLY READ AND UNDERSTANDS THIS ADDENDUM.

1. SCOPE OF ADDENDUM

Seller will extend to Buyer special payment terms in the form of a copayment amount for each active billing account number ("Copay"). Seller agrees to:

(a) Calculate Copay based upon the estimated urban rate used, plus applicable taxes and fees. Copay is subject to change if the actual urban rate allowed by USAC is higher than the estimated urban rate. Each calculated Copay is set forth in Section 3 below.

(b) Notify Buyer of all required funding paperwork deadlines in sufficient time for Buyer to complete and file said paperwork in a timeframe that maximizes the likelihood of Buyer receiving the greatest amount of funding in each funding year.

(c) Reconcile any remaining balance or credit on Buyer's accounts after receipt of all applicable funding from USAC for that funding year.

Buyer agrees to:

(a) Pay each month, for the entire contract term, the lesser of (i) the Copay, or (ii) the invoice balance amount. The amount due will be indicated on the monthly invoice provided to Buyer as set forth in the governing Network Services Agreement ("NSA").

(b) Respond to Seller in a timely manner, when required, to assist Seller in meeting its obligations set forth in this Addendum.

(c) Complete and file all required funding paperwork in a timeframe that maximizes the likelihood of Buyer receiving the greatest amount of funding in each funding year.

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

2. DEFAULT

The occurrence of any of the following shall constitute a material default under this Addendum:

(a) Failure to pay any undisputed amount when due, if such failure continues for a period of fifteen (15) days after invoice due date.

(b) Failure to complete and file any required funding paperwork in a timeframe that maximizes the likelihood of Buyer receiving the greatest amount of funding in each funding year.

Upon the occurrence of any material default, Seller shall have the right to immediately deem this Addendum null and void, at which time Buyer's accounts will revert to the standard payment terms set forth in the governing NSA.

3. COPAY

Seller has calculated each Copay for Buyer accounts as set forth below.

(a) Current billing accounts, which will be removed after (i) new billing accounts are established by Seller, and (ii) Buyer issues a disconnect request.

	Monthly Recurring Charges
Billing Account Number	Amount
MAR.CA.0003	$500.00

(b) New billing accounts to be established by Seller.

	Monthly Recurring Charges	Installation Charges
Billing Account Number	Amount	Amount
MAR.CA.0004	$316.80	
MAR.CA.0005	$1,587.60	$420.00

SIGNATURES

Buyer:	**Seller:**
County of Mariposa	**TELEQUALITY CALIFORNIA**
By: _____ (Signature)	By: _____ (Signature)
Rosemarie Smallcombe (Print Name)	Tim Koxlien
Title: Board Chair	Chief Executive Officer
Date: 5/23/18	Date: 4-30-18

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

Network Service Agreement

This Network Service Agreement ("Agreement") between TeleQuality California ("TQ") and County of Mariposa ("Customer") confirms Customer's agreement to purchase Service ("Service") under contracts according to rates, quantities, terms and conditions set forth herein and on such contracts. This Agreement is incorporated by reference into all other such contracts, and shall control in the event of a discrepancy between any such contract and this Agreement.

RATES

Monthly Recurring Charges are based on rates in effect when Service is installed and accepted by Customer. This Agreement takes effect on the later of the dates set forth in the signature blocks below, and the service period and billing shall begin on the date Service is installed and completed by TQ. Customer agrees to pay the rates and charges set forth on contracts submitted under this Agreement.

GOVERNMENTAL CHARGES

TQ may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Property Tax Charges, Carrier Access Charges, Carrier Surcharges, Universal Service Funding, Administrative Fees and other Cost Recovery Fees. This surcharge is subject to change without notice as TQ's costs of these charges increase/decrease.

TERM EXPIRATION

At the expiration of a contract term, Customer may select a new term at then-prevailing Service rates. Unless either Customer gives written notice of termination of Service at least forty-five (45) days or TQ gives written notice of termination of Service at least thirty (30) days prior to the termination of the contract, such notice indicating that the respective party desires not to renew the term, Service will automatically convert to month-to-month rates.

MOVE

Every attempt will be made to move one Channel Termination of a circuit to another location keeping the contract in force with no penalties or lapse in service occurring. Moves to a different Serving Wire Center or LATA may result in a change in the Monthly Recurring Charges. Non-Recurring Charges in effect for month-to-month service offerings will apply to the move. If Customer moves both Channel Terminations concurrently, Customer will be liable for an early termination charge.

EARLY TERMINATION

If Customer terminates Service in whole prior to the expiration of a contract, Customer will be liable for an early termination charge equal to the Monthly Recurring Charges multiplied by the number of months remaining in the contract, plus any waived Non-Recurring Charges or installation fees, which charge shall be due on the invoice following Service cancellation.

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

CUSTOMER RESPONSIBILITIES & TERMINATION EXCEPTION

Customer is responsible for completing and filing all applications requesting funding support from the Universal Service Fund ("USF"). Customer is responsible for paying the full amount of each Service under contract regardless of the nature of any funding request decisions made by the Universal Service Administrative Company ("USAC"), for whatever reason, including but not limited to:

(1) Granting Customer partial or pro-rated funding in any funding year.

(2) Granting Customer no funding in any funding year.

Provided, however, that TQ will work in good faith with Customer to renegotiate any underlying contract, without penalty, in the event the USF Rural Health Care Program, as administered by USAC, ceases to exist.

ASSIGNMENT

Customer shall not assign or transfer any rights or obligations under this Agreement without prior consent from TQ. TQ can transfer all rights and obligations under this Agreement.

LIABILITY

The liability of TQ and its affiliates for damages from Service interruptions or defects shall not exceed the pro rata amount of Monthly Recurring Charges for the time Service was affected.

PAYMENT

TQ will provide all invoices for Service purchased under this Agreement. Customer agrees to pay TQ for all Service upon receipt of TQ invoice mailed or made available via email to Customer's email address. Note that TQ bills for services a month in advance. Payment must be made at the address designated on the invoice or other such place as TQ may designate. Amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. If payment is not received within sixty (60) days, TQ has the option to terminate Service and customer is responsible for all applicable termination charges as if Customer had elected to terminate Service early. Customer must give TQ written notice of a dispute with respect to TQ charges or application of Taxes within six (6) months of the date of an invoice, or such invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by TQ in collecting, or attempting to collect, any charges owed hereunder.

CANCELLATION
In the event Service requested by Customer is cancelled prior to installation of Service, but after the date ordered, the Customer is required to reimburse TQ for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed, plus a $500.00 cancellation charge.

CHANGES TO ORDER
Customer agrees to pay costs incurred by TQ due to Customer-initiated changes to the requested Service prior to the time the Service is installed.

MAINTENANCE
TQ will install, maintain, and provide maintenance of Service for the duration of the contract. Upon Customer request, TQ will issue credits for Monthly Recurring Charges due to Service outages or defects from the time of outage report until Service is restored, when outage is due to circuit delivery. The amount shall not exceed the pro rata amount of Monthly Recurring Charges for the time Service was affected.

SERVICE INSTALLATION
In the event Service is unavailable, the contract will become null and void and no charges will be billed to Customer.

Customer: County of Mariposa

By: _____
(Authorized Signature)

Rosemarie Smallcombe
(Printed Name)

Board Chair
(Title)

5/23/18
(Date)

TeleQuality California

By: _____
(Authorized Signature)

Tim Koxlien
(Printed Name)

CEO
(Title)

4-30-18
(Date)

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: TeleQuality Amended Agmt. 2018-2020 - Wsignatures - 18-233 (RES-2021-163 : Amendment - Rural Health Telecom Contract)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-164

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Second Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $15,000 to a New Amount Not to Exceed $155,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

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

The Board of Supervisors approved the First Amendment on December 22, 2020 by Resolution Number 2020-742.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced LLC Agreement 2021 - Wsignature (PDF)
2nd Amendment - CF Merced 2021 Wcsignature (PDF)
1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (PDF)

REF ID# 11541

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

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2020-517

MEETING: August 25, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

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

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

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 20, 2019 by Resolution Number 2019-487.

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

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced LLC Agreement 2021 - Wcsignature (PDF)

REF ID# 10846

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

Resolution - Action Requested 2020-517

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of August, 2020 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CF Merced, LLC ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $60,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

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

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

11. COMPLIANCE

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. NO WAIVER

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

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17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

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

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

COUNTY OF MARIPOSA

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

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

Services and Personnel

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

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

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

Progress Notes and Discharge

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

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

Protected Health Information (PHI)

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

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

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

Security Breaches

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

Exhibit B
COST PROPOSAL

Daily Rate: $204.94

Patch Rate: $250.00

Bed Hold Rate: $196.59
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

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

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for Inpatient

SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and CF Merced LLC, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 25, 2020, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated December 22, 2020, wherein the compensation was increased from $80,000 to $140,000;

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

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

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional $15,000 will be added to the amended amount of $140,000, making the total compensation paid to **Contractor** the not to exceed amount of $155,000.

2. Except as herein amended, the Agreement dated August 25, 2020, together with the First Amendment dated December 22, 2020, shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

CONTRACTOR:

_____
(Signature)

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: 2nd Amendment - CF Merced 2021 Wcsignature (RES-2021-164 : Second Amendment - Agreement with CF Merced LLC for

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2020-742

MEETING: December 22, 2020

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $80,000 to a New Amount Not to Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
1st Amend - CF Merced Agreement 2021 Wcsignature (PDF)
CF Merced LLC Agreement 2021 - Wsignature (PDF)

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

REF ID# 11261

Attachment: 1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (RES-2021-164 : Second Amendment - Agreement with CF

FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES is made and entered into this 22nd day of December 2020 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and CF Merced LLC, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 25, 2020, wherein **Contractor** agreed to provide inpatient residential services; and

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

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

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional $80,000 will be added to the original amount of $60,000, making the total compensation paid to **Contractor** the not to exceed amount of $140,000.

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

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

COUNTY OF MARIPOSA:

Kevin Cann, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: 1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (RES-2021-164 : Second Amendment - Agreement with CF

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-165

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Aurora Behavioral Health Care Inpatient Psychiatric Agreement with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Aurora Behavioral Health Care to provide inpatient psychiatric services for Mariposa County Behavioral Health in an amount not to exceed $150,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate psychiatric inpatient hospital facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there may come a time when someone is a danger to themselves or others and no bed space is available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on January 7, 2020, by Resolution Number 2020-15.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health budget unit. There is no impact to the County General Fund.

ATTACHMENTS:
Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (PDF)

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

REF ID# 11563

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

AGREEMENT FOR MEDICAL 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 Aurora Behavioral Healthcare-Santa Rosa, LLC, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform medical 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 $150,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

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

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Aurora Behavioral Healthcare-
Santa Rosa, LLC
1287 Fulton Rd.
Santa Rosa, CA 95401

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

11. COMPLIANCE

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

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. CONTINUATION OF SERVICES AFTER TERMINATION

Upon the request of County or in accordance with applicable state law, Contractor shall continue to provide medically necessary covered services to County who are receiving services from Contractor as of the date of termination of this Agreement for a period of ninety (90) days or

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

until the County beneficiary can be safely discharged or transferred to another facility. County shall continue to pay Contractor for such services at Provider's contracted rate.

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 claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

19. CAPTIONS

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

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

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

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the 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.

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 years covered under this Agreement does not appropriate sufficient funds for this

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

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

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

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

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

CEO

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

Exhibit A
SCOPE OF WORK

Without prior authorization or referral from Mariposa County Health and Human Services Agency (**HHSA**), County will not assume financial responsibility for payment for any clients. Contractor will work with the HHSA Hospital Liaison to establish continued medical necessity for the hospital stay and will coordinate post hospital care for Mariposa County residents with HHSA.

The Medi-Cal reimbursable Psychiatric Inpatient Hospital Services for the FFS/MC hospitals include routine services as defined in Title 9, Chapter 11 of the California Code of Regulations, as well as all hospital-based ancillaries. Professional services (e.g. physician and psychologist costs) are excluded.

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

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

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

Exhibit B
COST PROPOSAL

This per diem rate is considered to be payment in full, subject to third party liability and patient share of cost. This rate may fluctuate up to 10% based on the state approved rate in effect on the date of service.

MEDI-CAL BENEFICIARIES

ACTIVITY	**RATE**
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	$1,459/Day
Per Diem Acute Facility Psychiatric Day Rate (ChildAdolescent)	$1,577/Day
Administrative Day Services	$847/Day
Professional Fees – Psychiatry first day	
Professional Fees – Psychiatry subsequent days	$99/Day

COUNTY FUNDED CLIENTS, NON-MEDI-CAL BENEFICIARIES, NO OTHER PAYER SOURCE AVAILABLE

ACTIVITY	**RATE**
Per Diem Acute Facility Psychiatric Day Rate (Adult)	$1,433/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	$1,577/Day
Administrative Day Services	$847/Day
Professional Fees – Psychiatry first day	$136/Day
Professional Fees – Psychiatry subsequent days	

Attachment: Aurora Behavioral Healthcare Agreement 2021 - Wcsignature (RES-2021-165 : Aurora Behavioral Health Care Inpatient Psychiatric

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-166

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Authorize an Increase of Extra-Help Hours Beyond 999 Hours

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for an Administrative Analyst I Extra-Help Position in the Health & Human Services Public Health Branch.

The additional hours are needed due to the COVID-19 Pandemic. This position is Public Health's main epidemiologist and we need the expertise to analyze data which assists in making decisions regarding COVID-19.

For this reason, it is necessary to increase the hours worked by the Administrative Analyst I Extra-Help position to ensure epidemiologist services and data analyst continues to be provided to the Public Health Branch during the COVID-19 Pandemic. If the employee works the additional 301 hours, the cost will be approximately $9,482.

Extra-Help positions can work up to 860 hours. The Human Resources Director can approve additional hours up to 999 hours because of need. Addition of any hours above 999 requires Board approval. This increase in hours will allow the Public Health Branch to keep functioning with an epidemiologist for the remainder of the fiscal year.

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:
If the Board chooses not to increase the Extra-Help hours, it may have a negative impact on the Public Health Branch ability to provide a data analyst to inform decisions regarding COVID-19.

FINANCIAL IMPACT:
There is no impact to the General Fund. There is sufficient COVID-19 grant funding to cover the costs of the additional hours.

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

REF ID# 11564

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-167

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Amended CDPH Immunization Assistance Program Grant

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the California Department of Public Health (CDPH) Immunization Local Assistance Grant Agreement Number 17-10329, A02 to Increase the Grant Funding by $39,696 for a New Amount Not to Exceed of $73,771 for Fiscal Year 2020-2021 and Increases the Total 2017-2022 Grant Funding to the New Amount Not to Exceed $214,421; and Authorize the Health and Human Services Agency Director to Sign the Amendment.

The purpose of this Grant Amendment is to increase funding for Fiscal Year 2020-2021 in the amount of $39,696 to augment and enhance efforts around influenza vaccination coverage as well as perform Corona Virus Disease 2019 (COVID-19) vaccination planning and implementation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 17, 2020 the Board of Supervisors approved Resolution #2020-130 Amendment to the Immunization Local Assistance Grant Agreement #17-10329 01 which decreased funding by $6,525 for Fiscal Years 2019-2022 due to federal budgetary constraints.

On May 9, 2017, Mariposa County Health Department submitted the CDPH Immunization Local AssistanceImmunization Local Assistance Grant Application for Fiscal Year 2017-2022. On February 21, 2018 the Health Department was notified that the application was accepted and was awarded the contract for Fiscal Year 2017-2022 in the amount of $181,250 ($36,250 per Fiscal Year).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to authorize this amendment, the Agency will forfeit additional grant funding for Fiscal Year 2020-2021.

FINANCIAL IMPACT:
This amendment will increase revenue to perform activities. There is no financial impact to the general fund with this amendment.

ATTACHMENTS:

17-10329 A02 - cdph1229A rev 3.25 (PDF)
IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (PDF)
Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (PDF)

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

Attachment: 17-10329 A02 - cdph1229A rev 3.25 (RES-2021-167 : Approve Amended CDPH Immunization Assistance Program Grant)

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County Health and Human Services, hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 17-10329, A02

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-01-01, 5 NH23IP922612-02-00 and 6 NH23IP922612-02-01.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to increase funding in the amount of $39,696 for FY2020-21 to augment and enhance efforts around influenza vaccination coverage as well as perform Coronavirus Disease 2019 (COVID-19) vaccination planning and implementation.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by $39,696 and is amended to read: **$214,421 (Two Hundred Fourteen Thousand Four Hundred Twenty-One Dollars)** ~~$174,725 (One Hundred Seventy-Four Thousand Seven Hundred Twenty-Five Dollars)~~.

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A is hereby replaced as shown below.

4. Amounts Payable

   A. The amounts payable under this Grant shall not exceed ~~$174,725~~ **$214,421**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health, Immunization Branch	Grantee: **Mariposa County Health and Human Services]**
Name: Noemi Marin	Name: Margarita King
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: PO Box 5, 5300 Hwy 49 North
City, ZIP: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3737	Phone: (209) 966-3689 ext. 352
Fax: (510) 620-3774	Fax: (209) 966-4929
E-mail: noemi.marin@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

Direct all inquiries to:

California Department of Public Health, Immunization Branch	**Grantee: Mariposa County Health and Human Services]**
Attention: Rossana A Ordonez	Attention: Margarita King
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: PO Box 5, 5300 Hwy 49 North
City, Zip: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3768	Phone: (209) 966-3689 ext. 352
Fax: (510) 620-3774	Fax: (209) 966-4929
E-mail: rossana.ordonez@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Mariposa County Health and Human Services
Attention "Cashier":
Address: P.O Box 99
City, Zip: Mariposa, CA 95338
Phone: (209) 742-1366
Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Attachment: 17-10329 A02 - cdph1229A rev 3.25 (RES-2021-167 : Approve Amended CDPH Immunization Assistance Program Grant)

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Shannon Gadd, Director
Mariposa County Health and Human Services
P.O Box 99
Mariposa, CA 95338

Date: _____

Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377

Attachment: 17-10329 A02 - cdph1229A rev 3.25 (RES-2021-167 : Approve Amended CDPH Immunization Assistance Program Grant)

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

CALIFORNIA IMMUNIZATION PROGRAM PROGRAM
Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"
TO
Mariposa County Health Department hereinafter "Grantee"
Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 17-10329, A01

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 1 NH23IP922612

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to decrease funding in the amount of ($6,525) for FY2019-22 due to federal budgetary constraints. The Centers for Disease Control and Prevention has provided California with base funding levels, which results in decreased funding availability for existing local assistance immunization grant agreements. This amendment decreases this agreement's local assistance immunization budget by ($2,175) for each fiscal year of the remaining agreement term FY2019-22. The reduction in funding requires a revised Scope of Work, which ultimately reflects fewer required activities.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to decrease the grant by $6,525 and is amended to read: **$174,725 (One Hundred Seventy Four Thousand Seven Hundred Twenty Five Dollars)** ~~$181,250 (One Hundred Eighty One Thousand Two Hundred Fifty Dollars)~~.

Amends Exhibit A – CDPH Immunization Branch Scope of Work for Local Health Departments is hereby replaced in its entirety and shall now read Exhibit A01, Form 4, CDPH Immunization Branch Scope of Work for Local Health Departments.

Amends Exhibit B – Budget and Budget Detail and Payment Provisions is replaced in its entirety with Exhibit B A01 and Exhibit B – Budget A01.

All other terms and conditions of this Grant shall remain the same.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: **Mariposa County Health Department**
Immunization Branch Name: Noemi Marin, Grant Manager	Name: Margarita King, PHN
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: P.O Box 5, 5085 Bullion Street
City, ZIP: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3737	Phone: (209) 966-3689 ext 352
Fax: (510) 620-3774	Fax: (209) 966-4929
E-mail: Noemi.Marin@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: **Mariposa County Health Department**
Attention: Rossana Anglo-Ordonez	Name: Margarita King, PHN
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: P.O Box 5, 5085 Bullion Street
City, Zip: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3768	Phone: (209) 966-3689 ext 352
Fax: (510) 620-3774	Fax: (209) 966-4929
E-mail: Rossana.ordonez@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

All payments from CDPH to the Grantee shall be sent to the following address:

Remittance Address
Grantee: Mariposa County Health Department
Attention "Cashier":
Address: P.O Box 5
City, Zip: Mariposa, CA 95338
Phone: (209) 742-1366
Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Either party may make changes to the information above by giving a written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be request through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

Eric Sergienko, Director

Health Officer

Mariposa County Health Department
P.O Box 5
Mariposa, CA 95338

Date:

Angela Salas, Chief

Contracts and Purchasing Services Section

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS 1802

P.O. Box 997377

Sacramento, CA 95899-7377

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Purpose
The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes
California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee
The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:
1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR)[3]; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; and 8) Influenza.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Goal 1.1 Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.

a. Annually, make sure all relevant staff within LHD-operated clinics (routine, mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB supplied vaccines (317, Vaccines for Children [VFC], state general fund).	1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Documentation of completed trainings.
b. Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.	1. Training plan developed and implemented. 2. Completed trainings/Documentation of completed trainings. 3. Completed and signed Vaccine Management Plans.
c. Develop and implement a plan to verify that 317 Outbreak and state general fund immunizations administered by providers outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.	1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Completed Quality Assurance verifications in a minimum sample of 10% of sites receiving vaccines.
d. Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	Documentation of storage and handling best practices promotion efforts.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Goal 1.2 Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.

a. Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	Completed annual program recertification and corresponding educational lessons for all key practice staff.
b. Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	Documentation of provided guidance.
c. Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	LHD developed protocols, inclusive of eligibility guidelines, for each vaccine funding source.
d. Comply with federal policies regarding vaccine re-distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	Documentation of procedures.

Goal 2.1 Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.

a. Use a current, local jurisdiction-specific referral list to support an immunization safety net. This may include referral to other programs that connect patients to services.	Referral list completed and updated on an annual basis.
b. Be responsive to problems Medi-Cal members report related to access to immunization services.[1] Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	Maintain log of access problems resolved at local level or reported to CDPH.

[1] Requirements for Medi-Cal immunization services are summarized here: http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

c. For all LHD facilities that are VFC providers, participate in and support provider compliance and quality improvement[2] visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	# of clinics with corrective actions that were all completed within the specified time frame.

3. California Immunization Registry (CAIR)[3]

Goal 3.1 Promote and optimize[4] the use of CAIR in the jurisdiction.

a. Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	# LHD clinics participating in CAIR/# all LHD clinics. % of LHD clinic doses entered into the registry within 14 days. # state flu doses entered by end of flu season/ # state flu doses administered.
b. For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	Inactive patients marked as inactive in CAIR.
c. In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.	Low infant or adolescent CAIR coverage rate identified and improved.
d. Review monthly CAIR usage reports[5] to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).	# of VFC Sites identified for priority recruitment /retention contact.
e. Invite CAIR staff to participate in local provider trainings in order to promote CAIR.	Number of trainings with CAIR participation/Number of trainings held.

Goal 3.2 Connect local Immunization Information Systems (IIS) so CAIR becomes a statewide system.
For San Diego and San Joaquin Counties only

a. Implement data sharing with CAIR2, including: a. Attend scheduled planning meetings with CAIR2 staff b. Comply with agreed upon timelines	Full historical data load completed.

[2] Immunization Quality Improvement for Providers (IQIP), formerly known as AFIX
[3] CAIR refers to the statewide system connecting CAIR2 with the San Diego Immunization Registry and Healthy Futures.
[4] If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange, to optimize CAIR use. See http://cairweb.org/docs/CAIR2-Communications/IMM-1266 and http://cairweb.org/docs/CAIR2-Communications/IMM-1260.
[5] Monthly CAIR usage reports for VFC providers are posted here: http://izcoordinators.org/cair-reports/.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

c. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. d. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing	
b. Initiate and maintain ongoing electronic data sharing with CAIR2 (HL7).	Ongoing data sharing continues.

Goal 4.1 Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill title V requirements and MCAH Scope of Work Activities. a. Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below: Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers	1. Number and percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Number and percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. 3. Number and percent of PEP errors in the reporting period with completed LHJ follow-up.
b. Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook	HBsAg positive pregnant women identified.
c. Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook	1. Number and percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Number and percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Number and percentage of infants born to HBsAg-positive

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
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	mothers who have completed PVS testing by 24 months of age. 4. Number and percentage of infants closed to case management with complete information within 24 months.

5. Education, Information, Training, and Partnerships

Goal 5.1 Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.

a. Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.	Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders.

Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to not provide the select materials to VFC providers in their jurisdiction (refer these providers to the VFC store instead).

CDPH will inform LHDs on centralized communication activities from the Immunization Branch (select print materials to VFC providers, electronic communications to VFC providers, electronic communications and resources to schools, electronic communications resources to pharmacies, electronic communications and resources to community-based organizations/other stakeholders, traditional media and social media to reach general public). LHDs may supplement any gaps in communication with local efforts.

Goal 5.2 Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.

a. Engage* with at least 3 types of partners** in conducting educational activities or trainings. (See definitions below)	1. Number of partner types (provider, school, social service/other partners) engaged with.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

	2. Summary of activities conducted with each partner type.

*Partnership engagement should be based on commitment to perform agreed-upon activities (e.g. joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).

**LHJ will engage with at least one "provider" partner, one "school" partner and one "social service or other" partner:

- "Provider partner" may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG or WIC chapters), pharmacies, health plans and community clinics.
- "School partner" may include child care providers, school or school district, County Department of Education, college, school nurses association or other school-related organizations.
- "Social service and other partners" may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.

Goal 6.1 Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.

a. Ensure that appropriate clinical specimens are tested and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	1. Percentage of measles specimens submitted for molecular characterization. 2. Percentage of *Neisseria meningitidis* specimens/isolates submitted for molecular characterization. 3. Percentage of pertussis cases <4 months of age with complete maternal prenatal provider information.
b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations. (Coordinate with your local Maternal, Child and Adolescent Health program.)	Percentage of infant pertussis cases where mother was unimmunized during the appropriate window during pregnancy for which a communication regarding prenatal Tdap immunization was made to the prenatal care provider.[6]

[6] Sending a letter re: standard of care is the minimum acceptable communication, with copy to LHD Maternal Child and Adolescent Health (MCAH) program. See *Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis.*

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

c. Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate.	Completed outbreak response request[7] with plan for doses and target population (as appropriate).

Goal 6.2 Collect and submit requested data to CDPH on VPD cases and outbreaks.

[illegible]	[illegible]
a. Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf	1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe.
b. Collect and submit CDPH-requested VPD case and outbreak data.	1. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 2. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 3. Percentage of meningococcal disease cases for whom high school or college attendance status is known.

7. Childcare and School Immunization Entry Requirements

Goal 7.1 Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.

[illegible]	[illegible]
a. Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
b. At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	Percentage of schools with 10 or more kindergarteners where the proportion of students are either conditionally admitted or overdue for required immunization is greater than 10%.

[7] The Immunization Branch provides a form for requesting vaccine from CDPH.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

	Target %: By next school year, less than 3% of schools have ≥10% of kindergarteners either conditional or overdue.

Goal 8.1 Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.

a. To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.	Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
b. Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	Number of doses of influenza vaccine administered. Target #: Administration of at least 9f% of previous season's doses total.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Glossary of Acronyms and Terms

[illegible]	[illegible]
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
DNA	Deoxyribonucleic Acid
EHR	Electronic Health Record
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.
FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

[illegible]	Definition
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
PEP	Post Exposure Prophylaxis
PVS	Post-Vaccination Serology
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit B A01
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted not more frequently than quarterly in arrears to:

Rossana Anglo Ordonez
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Exhibit B A01
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed $174,725

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

Mariposa County Health Department
Grant Agreement#: 17-10329 A01

CDPH Immunization Branch
Funding Application for Immunization Branch Subvention Grant Funds

Exhibit B - Budget A01

	Budget (*Year 1) 07/01/2017 to 06/30/2018	Budget (**Year 2) 07/01/2018 to 06/30/2019	Budget (**Year 3) 07/01/2019 to 06/30/2020	Budget (**Year 4) 07/01/2020 to 06/30/2021	Budget (**Year 5) 07/01/2021 to 06/30/2022
I. Mariposa County Health Department	$ 36,250.00	$ 36,250.00	**$34,075.00** ~~$36,250.00~~	**$34,075.00** ~~$36,250.00~~	**$34,075.00** ~~$36,250.00~~
II. (Subgrantee, if any) _____	$ -	$ -	$ -	$ -	$ -
Total	$ 36,250.00	$ 36,250.00	**$34,075** ~~$36,250~~	**$34,075.00** ~~$36,250.00~~	**$34,075.00** ~~$36,250.00~~

**Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded*

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

Total Funding for 5-Year Term:	**$174,725.00** ~~$181,250.00~~

Attachment: IAP 17-10329 A1 Mariposa LHD Res 2020-130 20200317 (RES-2021-167 : Approve Amended CDPH Immunization Assistance

CALIFORNIA IMMUNIZATION PROGRAM

RFA # 17-10072 Immunization Local Assistance Grant

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County Health Department, hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

GRANT AGREEMENT NUMBER 17–10329

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 5NH23IP000717-05-00.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officers to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officers to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed One Hundred Eighty-One Thousand Two Hundred Fifty dollars ($181,250).

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

TERM OF GRANT: The term of the Grant shall begin on July 1, 2017, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: **County of Mariposa**
Immunization Branch Name: Rossana B. Anglo-Ordonez	Name: Margarita King, PHN
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: P.O Box 5, 5085 Bullion Street
City, ZIP: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3768	Phone: 209/966-3689 x352
Fax: (510) 620-3774	Fax: 209/966-4929
E-mail: Rossana.ordonez@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

Direct all inquiries to:

California Department of Public Health, Immunization Branch	**Grantee: County of Mariposa**
Attention: Souk Mouanoutoua, Field Representative	Attention: Margarita King, PHN
Address: 3374 E. Shields Avenue, #C20	Address: P.O Box 5, 5085 Bullion Street
City, Zip: Fresno, CA 93726	City, Zip: Mariposa, CA 95338
Phone: (559) 228-5855	Phone: 209/966-3689 x352
Fax: (559) 228-5862	Fax: 209/966-4929
E-mail: souk.mouanoutoaua@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A GRANT APPLICATION

(The Grant Application provides the description of the project and associated cost)

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	REQUEST FOR APPLICATIONS #17-10072 Including all the requirements and attachments contained therein
Exhibit E	ADDITIONAL PROVISIONS
Exhibit F	FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Eric Sergienko, Director
Health Officer
Mariposa County Health Department
P.O Box 5
Mariposa, CA 95338

Date: _____

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Mariposa County Health Department
Grant #17-10329
Total Pages: 24

EXHIBIT A

GRANT APPLICATION

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

17-10329

RFA: #17-10072
Date: 04/27/2017

CDPH Immunization Branch
Fiscal Year 2017- 2022
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	5/09/2017
OFFICIAL ORGANIZATION NAME	Mariposa County Health Department
AGREEMENT NUMBER	*(Leave blank. Will be assigned by CDPH/IZ)*

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Margarita King, PHN, Public Health Nurse Manager	**Phone Number: (209) 966-3689 Ext# 352**
E-mail: margaritaking@mariposacounty.org	

Type of Application:

☐ New ☒ Renewal ☐ Continuation ☐ Supplement ☐ Revision

☐ Supplement ☐ Revision

Budget Period: From: **7/1/2017** To: **6/30/2022**	**Total Amount Requested for 5 Years:** $ **181,250**

Board of Supervisors/Resolution meeting dates for the upcoming 6 months:

5/23/2017, 6/6/2017, 6/13/2017, 6/20/2017, 6/27/2017, 7/11/2017, 7/18/2017, 7/25/2017, 8/1/2017, 8/8/2017, 8/15/2017, 8/22/2017, 9/12/2017, 9/19/2017, 9/26/2017, 10/3/2017, 10/10/2017, 10/17/2017, 10/24/2017, 11/7/2017, 11/14/2017, 11/21/2017, 12/5/2017, 12/12/2017, 12/19/2017

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

RFA: #17-10072
Date: 04/27/2017

Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this grant is issued.

Margarita King, PHN, Public Health Nurse Manager	Margarita King	5/9/17
Print Name and Title of Person Signing	Signature of Person Signing	Date

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), May 18, 2017		Please Check
Form 1:	Application Cover Sheet/Checklist	☒
Form 2:	Grantee Information Form	☒
Form 3:	Local Project Synopsis	☒
Form 4:	CDPH Immunization Branch Scope of Work for Local Health Departments	☒
Form 5:	Exhibit B – Budget	☒
Form 6:	Payee Data Record	☐

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

RFA: #17-10072
Date: 04/27/2017

Form 2

CDPH Immunization Branch
Grantee Information Form

Date Form Completed: 5/9/2017

Organization

This is the information that will appear on your grant agreement cover page.

Federal Tax ID # 94-6000880 Contract/Grant# (will be assigned by IZ/CDPH)

Data Universal Number System (DUNS) # 071859607

Official Organization Name: Mariposa County Health Department

Mailing Address: Post Office Box 5, Mariposa, CA 95338

Street Address (If Different): 5085 Bullion Street, Mariposa, CA 95338

County: Mariposa

Phone: (209) 966-3689 Fax: (209) 966-4929

Website: www.mariposacounty.org/health

Grant Signatory

The ***Grant Signatory*** has authority to sign the grant agreement cover.

Name: Eric Sergienko

Title: Health Officer/Director

If address(es) are the same as the organization above, just check this box and go to Phone ☒

Mailing Address:

Street Address (If Different):

Phone: (209) 966-3689 Ext #368 Fax: (209) 966-4929

E-mail: esergienko@mariposacounty.org

Project Director

The ***Project Director*** is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.

Name: Margarita King

Title: PHN, Public Health Nurse Manager, IZ Coordinator

If address(es) are the same as the organization above, just check this box and go to Phone ☒

Mailing Address:

Street Address (If Different):

Phone: (209) 966-3689 Ext #352 Fax: (209) 966-4929

E-mail: margaritaking@mariposacounty.org

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Payment Receiver

All payments are sent to the attention of this person at the designated address.

Name: Diane Robarge
Title: Administrative Analyst
If address(es) are the same as the organization above, just check this box and go to Phone ☒
Mailing Address:
Street Address (If Different):
Phone: (209) 966-3689 Ext #366 Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Fiscal Reporter

The ***Fiscal Reporter*** prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.

Name: Diane Robarge
Title: Adminstrative Analyst
If address(es) are the same as the organization above, just check this box and go to Phone ☒
Mailing Address:
Street Address (If Different):
Phone: (209) 966-3689 Ext #366 Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Fiscal Signatory

The ***Fiscal Signatory*** has signature authority for invoices and all fiscal documentation reports.

Name: Diane Robarge
Title: Administrative Analyst
If address(es) are the same as the organization above, just check this box and go to Phone ☒
Mailing Address:
Street Address (If Different):
Phone: (209) 966-3689 Ext #366 Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

RFA: #17-10072
Date: 04/27/2017

CDPH Immunization Branch Grant Application Local Project Synopsis

Form 3

Name of Grantee: Mariposa County Health Department

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The Mariposa County Health Department (MCHD) Immunization Program will continue to provide Vaccine for Children (VFC), some 317, and State funded vaccine to eligible Persons as established in the CDPH Immunization Branch policy. MCHD will continue to provide scheduled public immunization clinics and flu vaccine administration for the community. Expansion of clinic services in other locations will be provided when need arises such as in surveillance and outbreak control of vaccine-preventable diseases. The MCHD Immunization Clinic supplements the services of Mariposa County healthcare partners by providing extended immunization services including a monthly clinic located at Coulterville (North area of the County). MCHD will continue to collaborate with the Mariposa County Unified School District, childcare centers, and medical providers for the objective of raising the county's immunization coverage levels.

The local immunization registry, Health Futures, issued to manage immunization records and data for all children receiving immunizations at MCHD. The MCHD IZ Program will strive to improve and maintain the public immunization clinic reminder/recall systems who receive state supplied vaccines to improve age appropriate immunizations of preschool-age children.

The other MCHD Immunization Program services include continued support for local VFC providers; participate in quarterly meetings, annual conferences and other monthly teleconferences; will ensure adherence to storage and handling requirements for vaccine supplies; and continued collaboration with other programs such as CHDP, CCS, MCAH, Health Care Program for Children in Foster Care (HCPCFC), Mariposa Dental Program, Women Infant and Children.

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities.

The MCHD Immunization Program Coordinator will submit Quarterly Progress reports by the 15th of the month.

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RFA: #17-10072
Date: 04/27/2017

The MCHD IZ Program Coordinator will attend and participate in regional, State, and local Immunization meetings including by not limited to IZ Branch/and or CDC sponsored trainings/meetings.

The MCHD IZ coordinator, all nursing staff, VFC provider of record, and the clinic's vaccine coordinator and back-up coordinator will complete the annual IZ certification trainings to ensure current policies and procedures for vaccine management, storage, handling, and administration are consistent with the ACIP Guidelines and the CDC/VFC requirements.

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RFA: #17-10072
Date: 04/27/2017

Form 4

CDPH Immunization Branch
Scope of Work for Local Health Departments

Purpose
The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes
California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee
The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:
1) Vaccine Accountability and Management; 2) Improving Vaccine Access and Coverage Rates; 3) Immunization Information Systems; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease; 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Components, Objectives, Activities

1) <u>Vaccine Accountability and Management</u>

Objective 1.1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive Immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: The *VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines).*

a. Required Activities:

i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website (www.izcoordinators.org).

ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.

iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.

iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

b. Suggested Activities:

i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.

ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

i. Thoroughness and timeliness of Quarterly Grant Reports submitted.

ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

d. Reporting Requirements:

i. Quarterly grant reports
ii. VFC Recertification

Objective 1.2: The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- *The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)*
- *Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions* (posted on the Immunization Coordinator website (www.izcoordinators.org)
- *Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners* (posted on the Immunization Coordinator website (www.izcoordinators.org)

a. Required Activities:

i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)[1] for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)[2] for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

[1] https://vaers.hhs.gov/index
[2] http://verp.ismp.org/

vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

b. Suggested Activities:

i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

For LHD immunization clinics and LHD partners

i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

i. Storage and Handling Incident Reports.
ii. Vaccine Returns and Wastage Reports.
iii. Vaccine Administration Reports.
iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
v. Summary of Outbreak Response Activities.
vi. Corrective action plans and implemented grant reports.

2) <u>Improving Vaccine Access and Coverage Rates</u>

(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

Objective 2.1: The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

a. Required Activities:

i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: www.izcoordinators.org). As needed, elevate access

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.

iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
    1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD[3] (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
    2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
    3) Identify and resolve any barriers Plan members face in accessing immunization services.

v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.

vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)

vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.

b. Suggested Activities:

i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).

ii. Promote use of the Adult Implementation Standards (https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html) by adult immunization providers in the jurisdiction.

c. Performance Measures:

i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.

ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.

d. Reporting Requirements:

i. Number and hours of operation of LHD immunization clinic sites.

ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

Objective 2.2: To improve the quality and efficiency of immunization services provided by

[3]Mandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at: http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf

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LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.

ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.

ii. Assist and support the VFC Program with conducting follow-up activities as requested.

iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

c. Performance Measures:

i. Immunization rates of specified cohorts.

ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.

iii. Feedback sessions conducted with sites needing additional support.

d. Reporting Requirements:

i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative.

3) Immunization Information Systems

Objective 3.1: The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

a. Required Activities:

i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).

ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also 1.2.a.v.)

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iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
v. Participate in CAIR Trainings and/or CAIR Update meetings.
vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHJ, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Heath Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.

b. Suggested Activities:

i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
iii. Promote CAIR to adolescent and adult medical providers.
iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

4) Perinatal Hepatitis B Prevention

Objective 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

a. Required Activities:

i. Send annual information to prenatal care providers (CDPH to provide template) on:
   1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
   2) Ordering HBV DNA testing on HBsAg-positive pregnant women and referring women with HBV DNA levels >20,000 IU/mL to a specialist;

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3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
6) Enrollment of the birth hospital as a provider in the VFC program.

ii. Send annual information to birth hospitals (CDPH to provide template) on:
1) Identifying all pregnant HBsAg-positive on hospital admission;
2) Immediately testing pregnant women with unknown HBsAg status on admission;
3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.

iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.
iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.
vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.
vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.
viii. Recommend that infected infants are referred to a gastroenterologist.

b. Suggested Activities:

i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures:

i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.
ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.
iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.
iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

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d. Reporting Requirements:

i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
v. Report all
    1) HBsAg-positive pregnant women;
    2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
    3) HBV-infected infants <24 months of age.

5) Education, Information, Training, and Partnerships

Objective 5.1: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

a. Required Activities:

i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. Suggested Activities:

i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

i. Number of new partnerships developed.
ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

i. Report the number of new partnerships developed.
ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 5.2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community

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organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.

ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.

iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.

iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.

v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.

vi. Conduct at least one annual provider or community-based-campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see Community Guide), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

List A. Activities that increase public demand for vaccination

- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH
- ☐ Distribute materials for use at community health fairs/events

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- ☐ Post message(s) on social media, such as Facebook and Twitter
- ☐ Post a web banner on your website or other website where audience frequents
- ☐ Advertise your message (outdoor advertising, print, radio, TV, online, text message)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation/training during grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview
- ☐ Other_____

List B. Activities that enhance access to vaccination services (including interventions directed at providers).

- ☐ Conduct an on-site clinic
- ☐ Support or promote accessible transportation
- ☐ Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- ☐ Increase clinic hours
- ☐ Educate providers (i.e. grand rounds presentation)
- ☐ Conduct provider assessment and feedback
- ☐ Other: _____

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

b. Suggested Activities:

i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).

ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.

iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).

iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.

v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

i. Number of new immunization program staff completing training, and types of training completed.
ii. Number of LHD immunization clinic staff completing training, and types of training completed.
iii. Number and type of notifications sent to health care providers and other organizations.
iv. Number and type of presentations/workshops/trainings provided.
v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

d. Reporting Requirements:

i. Report the number of new immunization program staff completing training, and types of training completed.
ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
iii. Report the number and type of notifications sent to health care providers and other organizations.
iv. Report the number and type of presentations/workshops/trainings provided.
v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 6.1: Assist with the prevention, surveillance and control of VPD within the jurisdiction.

a. Required Activities:

i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
ii. For reporting from LHDs to CDPH, follow these requirements: http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx
iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at: www.getimmunizedca.org.
iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of

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care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care: http://eziz.org/assets/docs/CDPH-DHCSletterPrenatalTdap.pdf

v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.
vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

b. Performance Measures:

i. Percentage of cases reported and followed up according to established timelines.

c. Reporting Requirements:

i. Report on activities conducted as part of VPD outbreak control.
ii. Report cases and suspected cases of VPDs to CDPH according to: http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx

7) <u>Assess and Improve Compliance with Childcare and School Immunization Entry Requirements</u>

Objective 7.1: Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities (www.izcoordinators.org).
ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.

iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.

b. Suggested Activities:

i. Assist the schools in following up on conditional entrants until the students are brought up to date.
ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
ii. Percentage of conditional entrants into kindergartens.
iii. Percentage of children with all required immunizations.

d. Reporting Requirements:

i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
ii. Percentage of late responders that submitted paperwork.
iii. Number of schools visited.

8) Improve and Maintain Preparedness for an Influenza Pandemic

Objective 8.1: Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

a. Required Activities:

i. Utilize IZB-supplied influenza vaccine in accordance with State Influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
ii. Operate or support mass influenza clinics that include immunization of school-aged children.
iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate to enter IZB-supplied flu vaccine doses into CAIR.

b. Suggested Activities:

i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.

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ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.
iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.
iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.
v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.
vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.
vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.
viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.

c. Performance Measures:

i. Number of individuals vaccinated for influenza.
ii. Number of mass vaccination exercises completed.

d. Reporting Requirements:

i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.
ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

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Glossary of Acronyms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CDPH	California Department of Public Health
EHR	Electronic Health Record
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

RFA: #17-10072
Date: 04/27/2017

Form 5

CDPH Immunization Branch
Funding Application for Immunization Branch Subvention Grant Funds

Exhibit B - Budget

	Budget (*Year 1) 07/01/2017 to 06/30/2018	Budget (**Year 2) 07/01/2018 to 06/30/2019	Budget (**Year 3) 07/01/2019 to 06/30/2020	Budget (**Year 4) 07/01/2020 to 06/30/2021	Budget (**Year 5) 07/01/2021 to 06/30/2022
I. County of Mariposa	$ 36,250.00	$ 36,250.00	$ 36,250.00	$ 36,250.00	$ 36,250.00
II. (Subgrantee, if any) _____	$ -	$ -	$ -	$ -	$ -
Total	$ 36,250.00	$ 36,250.00	$ 36,250.00	$ 36,250.00	$ 36,250.00

**Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded*

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

Total Funding for 5-Year Term:	**$ 181,250.00**

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Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Rossana Anglo-Ordonez
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

1) $36,250 for the budget period of 07/01/2017 through 06/30/2018.
2) $36,250 for the budget period of 07/01/2018 through 06/30/2019.
3) $36,250 for the budget period of 07/01/2019 through 06/30/2020.
4) $36,250 for the budget period of 07/01/2020 through 06/30/2021.
5) $36,250 for the budget period of 07/01/2021 through 06/30/2022.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

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EXHIBIT C

STANDARD GRANT CONDITIONS

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

2. **AMENDMENT:** No amendment or variation of the terms of this Grant 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 is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, 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 a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the

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state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. **VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 (“Section 13989.6”):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California’s eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California

Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

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Mariposa County Health Department
Grant #17-10329
Total Pages: 41

EXHIBIT D

REQUEST FOR APPLICATION #17-10072

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State of California—Health and Human Services Agency
California Department of Public Health

KAREN L. SMITH, MD, MPH
Director and State Health Officer

EDMUND G. BROWN JR.
Governor

DATE: April 24, 2017

TO: Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Assistant Branch Chief
Immunization Branch

SUBJECT: **Request for Application**
Immunization Local Assistance Grant Funds, Fiscal Year 2017-2022

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the Federal Grant subaward application process to Local Health Department (LHD) grantees for FY 2017-22. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this grant is to assist LHDs in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

RELATED STATUTES

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

SERVICES TO BE PERFORMED BY THE GRANTEE

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

OVERVIEW, GRANT TERMS, AND FUNDING

This letter provides an overview of the allocation of funding application process. The Immunization Branch has been awarded a Federal Grant through the Centers of Disease Control and Prevention (CDC). As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2017-22. In addition,

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your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds are enclosed.

This year CDPH will be initiating local assistance grants with a five-year term. The award figure for each fiscal year within the five-year term is the same. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from CDC and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes, collaborate efforts and revise the budget to match available funds.

IMMUNIZATION BRANCH FEDERAL AWARD
Federal Grant Award No.: 5 NH23IP000717-05-00
Award Issue Date: 02/24/2017
Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements
Catalog of Federal Domestic Assistance (CFDA) No.: 93.268
Data Universal Numbering Systems (DUNS) No.: 7991506150000
Total Federal Award to Date: $38,866,993
Amount Made Available for Local Assistance Subrecipient Awards: $17,100,000
Year 1 Budget, FY 2017-18: 100% Prevention and Public Health Funds (PPHF)

LHDs ELIGIBLE FOR LOCAL ASSISTANCE:
The Immunization Branch has determined that the following 60 LHDs are eligible to apply for available funding for Local Immunization Program which supports the State's objectives to control vaccine-preventable diseases.

County of Alameda
County of Alpine
County of Amador
City of Berkeley
County of Butte
County of Calaveras
County of Colusa
County of Contra Costa
County of Del Norte
County of El Dorado
County of Fresno
County of Glenn
County of Humboldt
County of Imperial
County of Inyo
County of Kern
County of Kings
County of Lake
County of Lassen
City of Long Beach
County of Los Angeles
County of Madera
County of Marin
County of Mariposa
County of Mendocino
County of Merced
County of Mono
County of Monterey
County of Napa
County of Nevada
County of Orange
City of Pasadena
County of Placer
County of Plumas
County of Riverside
County of Sacramento
County of San Benito
County of San Bernardino
County of San Diego
City & County of San Francisco
County of San Joaquin
County of San Luis Obispo
County of San Mateo
County of Santa Barbara
County of Santa Clara
County of Santa Cruz
County of Shasta
County of Sierra
County of Siskiyou
County of Solano
County of Sonoma
County of Stanislaus
County of Sutter
County of Tehama
County of Trinity
County of Tulare
County of Tuolumne
County of Ventura
County of Yolo
County of Yuba

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APPLICATION PROCEDURES AND DEADLINES:
Application must be submitted and received via email by the CDPH Immunization Branch by 5:00 p.m., (Pacific Standard Time), May 15, 2017. Email your application to: izb.admin@cdph.ca.gov, telephone number (510) 620-3737. A completed application must include the following:

Form 1: Application Cover Sheet/Checklist
Form 2: Grantee Information Form
Form 3: Local Project Synopsis
Form 4: CDPH Immunization Branch Scope of Work for Local Health Departments
Form 5: Exhibit B – Budget
Form 6: Payee Data Record

GRANT AWARD APPEALS PROCEDURES
An applicant who has submitted an application and was not funded may file an appeal with CDPH Immunization Branch. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation or selection process. There is no dispute process for applications that are submitted late or are incomplete. Appeals shall be limited to the following grounds:

a) The CDPH Immunization Branch failed to correctly apply the application review process, the format requirements or evaluating the applications as specified in the RFA.
b) The CDPH Immunization Branch failed to follow the methods for evaluating and scoring the applications as specified in the RFA.

Appeals must be sent by email to Noemi.Marin@cdph.ca.gov and received within five (5) business days from the date you received notification that your grant application was denied. The CDPH Immunization Branch Chief, or her designee, will then come to a decision based on the written appeal letter. The decision of the CDPH Immunization Branch Chief, or her designee, shall be the final remedy. Appellants will be notified by email with 15 days of the consideration of the written appeal letter. CDPH Immunization Branch reserves the right to award the agreement when it believes all appeals have been resolved, withdrawn, or responded to the satisfaction of the CDPH Immunization Branch.

Thank you.

Enclosures: Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds
Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

cc: Perinatal Hepatitis B Coordinators
State Immunization Branch Field Representatives
Ruby Escalada, CDPH, Immunization Branch
Noemi Marin, CDPH, Immunization Branch
Rossana Ordonez, CDPH, Immunization Branch
Roland Rafol, CDPH, Immunization Branch

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RFA: #17-10072
Date: 04/24/2017

Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds

The Centers for Disease Control and Prevention (CDC) developed the following table to assist states and their sub-recipients in preparing budgets that are in compliance with federal grants policies and CDC award requirements. The table was developed using a combination of OMB Circular A-87, PHS Grants Policy Statement 9505, and POB-identified program priorities.

Object Class Category/Expenses	Allowable with 317 operations funds
Personnel	
Salary/wages	X
Fringe	
Compensation/fringe benefits	X
Travel	
State/Local/Regional conference travel expenses	X
Local meetings/conferences (Ad hoc) (excluding meals)	X
In-state travel costs	X
Out of state travel costs (e.g. NIC, Hep B Coordinator's Meeting, Program Managers/PHA Meeting, ACIP meetings, AFIX and VFC trainings, Program Managers Orientation, and other CDC-sponsored immunization program meetings)	X
VFC-only site visits	X
AFIX-only site visits	X
Combined (AFIX & VFC site visits)	X
Perinatal hospital record reviews	X
Equipment*	
Fax machines for vaccine ordering	X
Vaccine storage equipment for VFC vaccine	X
Copy machines	X
*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year and an acquisition cost of $5,000 or more per unit.	

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RFA:#17-10072
Date: 04/24/2017

Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds

Supplies Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	x
Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators	x
Personal computers/Laptops/Tablets	x
Pink Books, Red Books, Yellow Books	x
Printers	x
Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping)	x
Digital data logger with valid certificate of calibration/validation/testing report	x
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	x
Contractual	
State/Local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food is not allowable.	x
Regional/Local meetings	x
General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings)	x
GSA Contractual services	x
Other IIS contractual agreements (support, enhancement, upgrades)	x
FA	
Non-CDC Contract vaccines	x
Indirect	
Indirect costs	x
Miscellaneous	
Accounting services	x
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	x
Audit Fees	x
BRFSS Survey	x
Committee meetings (room rental, equipment rental, etc.)	x

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RFA:#17-10072
Date: 04/24/2017

Allowable Uses of
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds

Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone)	X
Consumer information activities	X
Consumer/provider board participation (travel reimbursement)	X
Data processing	X
Laboratory services (tests conducted for immunization programs)	X
Local service delivery activities	X
Maintenance operation/repairs	X
Malpractice insurance for volunteers	X
Memberships/subscriptions	X
NIS Oversampling	X
Pagers/cell phones	X
Printing of vaccine accountability forms	X
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	X
Public relations	X
Publication/printing costs (all other immunization related publication and printing expenses)	X
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan)	X
Shipping (other than vaccine)	X
Shipping (vaccine)	X
Software license/Renewals (ORACLE, etc.)	X
Stipend Reimbursements	X
Toll-free phone lines for vaccine ordering	X
Training costs – Statewide, staff, providers	X
Translations (translating materials)	X
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	X
VFC enrollment materials	X
VFC provider feedback surveys	X
VIS camera-ready copies	X

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RFA: #17-10072
Date: 04/24/2017

Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds

Expense	NOT allowable with federal immunization funds
Honoraria	X
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	X
Alcoholic beverages	X
Building purchases, construction, capital improvements	X
Land purchases	X
Legislative/lobbying activities	X
Bonding	X
Depreciation on use charges	X
Research	X
Fundraising	X
Interest on loans for the acquisition and/or modernization of an existing building	X
Clinical care (non-immunization services)	X
Entertainment	X
Payment of bad debt	X
Dry cleaning	X
Vehicle Purchase	X
Promotional Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups,	X
Purchase of food (unless part of required travel per diem costs)	X

Other restrictions which must be taken into account while writing the budget:

Funds may be spent only for activities and personnel costs that are directly related to the immunization Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.

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AWARD ATTACHMENTS

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH 5 NH23IP000717-05-00

1. Terms and Conditions – California - IP000717-05

Funding Opportunity Announcement (FOA) Number: CDC-RFA-IP13-130105CONTPPHF17 Award Number: Non-PPHF - 5H23IP000717-05
Award Type: Cooperative Agreement
National Center for Immunization and Respiratory Diseases (NCIRD)
Applicable Cost Principles: 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E)

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

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For additional information, see Additional Requirement 12 at
http://www.cdc.gov/grants/additionalrequirements/index.html and Anti Lobbying Restrictions for CDC

Grantees at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

REPORTING REQUIREMENTS

Audit Requirement: Domestic Organizations: An organization that expends $750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelvzjibnahocga5i0))/account/login.aspx

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Federal Funding Accountability and Transparency Act (FFATA): In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than $25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl

FFATA: www.fsrs.gov.

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Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under $300,000), you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to www.fsrs.gov. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is $25,000 or more;
- In the preceding fiscal year, you received—
  - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm?explorer.event=true).

Report executive total compensation as part of your registration profile at http://www.sam.gov. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under $300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub- awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

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Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization;
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

- Executive means officers, managing partners, or any other employees in management positions.

- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.

- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.

- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
  - Salary and bonus
  - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - Above-market earnings on deferred compensation which is not tax-qualified.
  - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Prevention Fund Reporting Requirements: This award requires the grantee to complete projects or activities which are funded under the Prevention and Public Health Fund (PPHF) (Section 4002 of Public Law 111-148) and to report on use of PPHF funds provided through this award. Information from these reports will be made available to the public.

Grantees awarded a grant, cooperative agreement, or contract from such funds with a value of $25,000 or more shall produce reports on a semi-annual basis with a reporting cycle of January 1 - June 30 and July 1 - December 31; and email such reports to the CDC website (template and point of contact to be provided after award) no later than 20 calendar days after the end of each reporting period (i.e. July 20 and January 20, respectively). Grantee reports must reference the NoA number and title of the grant, and include a summary of the activities undertaken and identify any sub-awards (including the purpose of the award and the identity of each sub-recipient).

Responsibilities for Informing Sub-recipients: Grantees agree to separately identify each sub-recipient, document the execution date sub-award, date(s) of the disbursement of funds, the Federal award number, any special CFDA number assigned for PPHF fund purposes, and the amount of PPHF funds. When a grantee

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awards PPHF funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental PPHF funds from regular sub-awards under the existing program.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the grantee is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The grantee's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Grantees must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Inventions: Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

> This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, IP000717, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non- governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for

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up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

> Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the grantee without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees **only** when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf

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Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations
As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower

protections. 3.908-1 Scope of section.
(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-
(1) DoD, NASA, and the Coast Guard; or
(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
(i) Relates to an activity of an element of the intelligence community; or
(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.
As used in this section-
"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.
"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.
(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, 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). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.
(1) A Member of Congress or a representative of a committee of Congress.
(2) An Inspector General.
(3) The Government Accountability Office.
(4) A Federal employee responsible for contract oversight or management at the relevant agency.
(5) An authorized official of the Department of Justice or other law enforcement agency.
(6) A court or grand jury.
(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

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(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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RFA: #17-10072
Date: 04/24/2017

CDPH Immunization Branch
Fiscal Year 2017-2022
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	
OFFICIAL ORGANIZATION NAME	(Please indicate the official county/organization name)
AGREEMENT NUMBER	*(Leave blank. Will be assigned by CDPH/IZ)*

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name:	**Phone Number:**
E-mail:	

Type of Application:

☐ New ☒ Renewal ☐ Continuation ☐ Supplement ☐ Revision

☐ Supplement ☐ Revision

Budget Period: From: _____ To: _____	**Total Amount Requested for 5 Years:** $_____

Board of Supervisors/Resolution meeting dates for the upcoming 6 months:

_____ _____ _____ _____ _____

_____ _____ _____ _____ _____

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RFA: #17-10072
Date: 04/24/2017

Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this grant is issued.

Print Name and Title of Person Signing	Signature of Person Signing	Date

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), May 15, 2017		Please Check
Form 1:	Application Cover Sheet/Checklist	☐
Form 2:	Grantee Information Form	☐
Form 3:	Local Project Synopsis	☐
Form 4:	CDPH Immunization Branch Scope of Work for Local Health Departments	☐
Form 5:	Exhibit B – Budget	☐
Form 6:	Payee Data Record	☐

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

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RFA: #17-10072
Date: 04/24/2017

Form 2

CDPH Immunization Branch
Grantee Information Form

Date Form Completed: _____

This is the information that will appear on your grant agreement cover page.

Organization

Federal Tax ID # _____ Contract/Grant# (will be assigned by IZ/CDPH) _____

Data Universal Number System (DUNS) # _____

Official Organization Name _____

Mailing Address _____

Street Address (If Different) _____

County _____

Phone _____ Fax _____

Website _____

Grant Signatory

The *Grant Signatory* has authority to sign the grant agreement cover.

Name _____

Title _____

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address _____

Street Address (If Different) _____

Phone _____ Fax _____

E-mail _____

Project Director

The *Project Director* is responsible for all of the day-to-day activities on project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project, and will be responsible for the proper dissemination of program information.

Name _____

Title _____

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address _____

Street Address (If Different) _____

Phone _____ Fax _____

E-mail _____

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Payment Receiver

All payments are sent to the attention of this person at the designated address

Name _____

Title _____

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address _____

Street Address (If Different) _____

Phone _____ Fax _____

E-mail _____

Fiscal Reporter

The ***Fiscal Reporter*** prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions

Name _____

Title _____

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address _____

Street Address (If Different) _____

Phone _____ Fax _____

E-mail _____

Fiscal Signatory

The ***Fiscal Signatory*** has signature authority for invoices and all fiscal documentation reports

Name _____

Title _____

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address _____

Street Address (If Different) _____

Phone _____ Fax _____

E-mail _____

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RFA: #17-10072
Date: 04/24/2017

Form 3

CDPH Immunization Branch
Grant Application
Local Project Synopsis

Name of Grantee:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities.

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RFA: #17-10072
Date: 04/24/2017

Form 4

CDPH Immunization Branch
Scope of Work for Local Health Departments

Purpose
The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes
California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee
The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component: 1) Vaccine Accountability and Management; 2) Improving Vaccine Access and Coverage Rates; 3) Immunization Information Systems; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease; 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

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Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Components, Objectives, Activities

1) **Vaccine Accountability and Management**

Objective 1.1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive Immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: The *VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines).*

a. **Required Activities:**
   i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website (www.izcoordinators.org).
   ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.
   iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.
   iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

b. **Suggested Activities:**
   i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.
   ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. **Performance Measures:**
   i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
   ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

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d. **Reporting Requirements:**
   i. Quarterly grant reports
   ii. VFC Recertification

Objective 1.2: The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- *The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)*
- *Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions* (posted on the Immunization Coordinator website (www.izcoordinators.org)
- *Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners* (posted on the Immunization Coordinator website (www.izcoordinators.org)

a. **Required Activities:**
   i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
   ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
   iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
   iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
   v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
   vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)[1] for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
   vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)[2] for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
   viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
   ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

[1] https://vaers.hhs.gov/index
[2] http://verp.ismp.org/

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vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

b. Suggested Activities:

i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

For LHD immunization clinics and LHD partners

i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

i. Storage and Handling Incident Reports.
ii. Vaccine Returns and Wastage Reports.
iii. Vaccine Administration Reports.
iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
v. Summary of Outbreak Response Activities.
vi. Corrective action plans and implemented grant reports.

2) **Improving Vaccine Access and Coverage Rates**
(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

Objective 2.1: The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

a. Required Activities:

i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: www.izcoordinators.org). As needed, elevate access

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problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.

iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
   1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD[3] (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
   2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
   3) Identify and resolve any barriers Plan members face in accessing immunization services.

v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.

vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)

vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.

b. Suggested Activities:

i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).

ii. Promote use of the Adult Implementation Standards (https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html) by adult immunization providers in the jurisdiction.

c. Performance Measures:

i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.

ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.

d. Reporting Requirements:

i. Number and hours of operation of LHD immunization clinic sites.

ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

Objective 2.2: To improve the quality and efficiency of immunization services provided by

[3]Mandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at: http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf

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LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

a. **Required Activities:**
   i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
   ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

b. **Suggested Activities:**
   i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.
   ii. Assist and support the VFC Program with conducting follow-up activities as requested.
   iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

c. **Performance Measures:**
   i. Immunization rates of specified cohorts.
   ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.
   iii. Feedback sessions conducted with sites needing additional support.

d. **Reporting Requirements:**
   i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative.

3) **Immunization Information Systems**

Objective 3.1: The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

a. **Required Activities:**
   i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).
   ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also

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1.2.a.v.)

iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
v. Participate in CAIR Trainings and/or CAIR Update meetings.
vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHJ, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Heath Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.

b. Suggested Activities:

i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
iii. Promote CAIR to adolescent and adult medical providers.
iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

4) Perinatal Hepatitis B Prevention

Objective 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

a. Required Activities:

i. Send annual information to prenatal care providers (CDPH to provide template) on:
   1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
   2) Ordering HBV DNA testing on HBsAg-positive pregnant women and

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referring women with HBV DNA levels >20,000 IU/mL to a specialist;
3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
6) Enrollment of the birth hospital as a provider in the VFC program.

ii. Send annual information to birth hospitals (CDPH to provide template) on:
1) Identifying all pregnant HBsAg-positive on hospital admission;
2) Immediately testing pregnant women with unknown HBsAg status on admission;
3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.

iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.

iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.

v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.

vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.

viii. Recommend that infected infants are referred to a gastroenterologist.

b. Suggested Activities:

i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures:

i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.

ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.

iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.

iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

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d. **Reporting Requirements:**
   i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
   ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
   iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
   iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
   v. Report all
      1) HBsAg-positive pregnant women;
      2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
      3) HBV-infected infants <24 months of age.

5) **Education, Information, Training, and Partnerships**

Objective 5.1: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

a. **Required Activities:**
   i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. **Suggested Activities:**
   i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. **Performance Measures:**
   i. Number of new partnerships developed.
   ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. **Reporting Requirements:**
   i. Report the number of new partnerships developed.
   ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

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Objective 5.2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.

ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.

iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.

iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.

v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.

vi. Conduct at least one annual provider or community-based-campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see Community Guide), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

List A. Activities that increase public demand for vaccination

☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
☐ Contribute an article to newsletters/bulletins
☐ Distribute materials to stakeholders, such as schools, youth programs,

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providers, WIC, MCAH
- ☐ Distribute materials for use at community health fairs/events
- ☐ Post message(s) on social media, such as Facebook and Twitter
- ☐ Post a web banner on your website or other website where audience frequents
- ☐ Advertise your message (outdoor advertising, print, radio, TV, online, text message)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation/training during grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview
- ☐ Other_____

List B. Activities that enhance access to vaccination services (including interventions directed at providers).
- ☐ Conduct an on-site clinic
- ☐ Support or promote accessible transportation
- ☐ Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- ☐ Increase clinic hours
- ☐ Educate providers (i.e. grand rounds presentation)
- ☐ Conduct provider assessment and feedback
- ☐ Other: _____

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

b. Suggested Activities:

i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).

ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.

iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).

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iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

i. Number of new immunization program staff completing training, and types of training completed.
ii. Number of LHD immunization clinic staff completing training, and types of training completed.
iii. Number and type of notifications sent to health care providers and other organizations.
iv. Number and type of presentations/workshops/trainings provided.
v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

d. Reporting Requirements:

i. Report the number of new immunization program staff completing training, and types of training completed.
ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
iii. Report the number and type of notifications sent to health care providers and other organizations.
iv. Report the number and type of presentations/workshops/trainings provided.
v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 6.1: Assist with the prevention, surveillance and control of VPD within the jurisdiction.

a. Required Activities:

i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
ii. For reporting from LHDs to CDPH, follow these requirements: http://www.cdph.ca.gov/HealthInfo/Documents/VPDReportingFromLHDsToCDPH.pdf
iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at: www.getimmunizedca.org.

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iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care: http://www.cdph.ca.gov/HealthInfo/discond/Documents/CDPH-DHCSletterPrenatalTdap.pdf

v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.

vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.

vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

b. Performance Measures:

i. Percentage of cases reported and followed up according to established timelines.

c. Reporting Requirements:

i. Report on activities conducted as part of VPD outbreak control.

ii. Report cases and suspected cases of VPDs to CDPH according to: http://www.cdph.ca.gov/HealthInfo/Documents/VPDReportingFromLHDsToCDPH.pdf

7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements

Objective 7.1: Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities (www.izcoordinators.org).

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ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.
iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.

b. Suggested Activities:
i. Assist the schools in following up on conditional entrants until the students are brought up to date.
ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:
i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
ii. Percentage of conditional entrants into kindergartens.
iii. Percentage of children with all required immunizations.

d. Reporting Requirements:
i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
ii. Percentage of late responders that submitted paperwork.
iii. Number of schools visited.

8) Improve and Maintain Preparedness for an Influenza Pandemic

Objective 8.1: Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

a. Required Activities:
i. Utilize IZB-supplied influenza vaccine in accordance with State influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
ii. Operate or support mass influenza clinics that include immunization of school-aged children.
iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate

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to enter IZB-supplied flu vaccine doses into CAIR.

b. Suggested Activities:

i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.

ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.

iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.

iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.

v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.

vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.

vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.

viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.

c. Performance Measures:

i. Number of individuals vaccinated for influenza.

ii. Number of mass vaccination exercises completed.

d. Reporting Requirements:

i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.

ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

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Glossary of Acronyms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CDPH	California Department of Public Health
EHR	Electronic Health Record
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

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RFA:#17-10072
Date: 04/24/2017

Form 5

CDPH Immunization Branch
Funding Application for Immunization Branch Subvention Grant Funds

Exhibit B - Budget

	Budget (Year 1) 07/01/2017 to 06/30/2018	Budget (Year 2) 07/01/2018 to 06/30/2019	Budget (Year 3) 07/01/2019 to 06/30/2020	Budget (Year 4) 07/01/2020 to 06/30/2021	Budget (Year 5) 07/01/2021 to 06/30/2022
I. County of	$ -	$ -	$ -	$ -	$ -
II. (Subgrantee, if any)	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -

Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

Total Funding for 5-Year Term:	$ -

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State of California—California Department of Public Health

RFA: #17-10072
Date: 04/24/2017
Form 6

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 5/06)_CDPH

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.
NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
MAILING ADDRESS	BUSINESS ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

3 PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ⊥ –

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

- ☐ PARTNERSHIP
- ☐ ESTATE OR TRUST
- CORPORATION:
  - ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
  - ☐ LEGAL (e.g., attorney services)
  - ☐ EXEMPT (nonprofit)
  - ☐ ALL OTHERS
- ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: ___ – ___ – ____

(SSN required by authority of California Revenue and Tax Code Section 18646)

4 PAYEE RESIDENCY TYPE

- ☐ California resident—qualified to do business in California or maintains a permanent place of business in California.
- ☐ California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.
  - ☐ No services performed in California.
  - ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
SIGNATURE	DATE	TELEPHONE ( )

6

Please return completed form to:

Department/Office: California Department of Public Health
Unit/Section: Immunization Branch
Mailing Address: 850 Marina Bay Parkway, Bldg. P, 2nd Floor
City/State/ZIP: Richmond, CA 94804
Telephone: (510) 620-3737 **FAX:** (510) 620-3774

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E-Mail Address:

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State of California—California Department of Public Health

PAYEE DATA RECORD

STD. 204 (Rev. 6/05)_CDPH (Page 2)

1	Requirement to Complete Payee Data Record, STD. 204 A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	Are you a California resident or nonresident? A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

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Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

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3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

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3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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Mariposa County Health Department
Grant #17-10329

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
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8. Human Subjects Use Requirments
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1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.

b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee 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, 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, 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 Grantee'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, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee 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) 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.

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e. The Grantee 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.

f. In the event of the Grantee'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 Grantee 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.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to 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 Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of $100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

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(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

8. Human Subjects Use Requirements

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(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontrac tor agrees to abide by all requirements specified in 2 CFR 200, *et seq*., 2 CFR 400, *et seq*., and 45 CFR, 75, *et seq.,* as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the

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CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

10. Audit and Record Retention

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

a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

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

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

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

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

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

e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

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

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgranteers, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

County of Mariposa	Rosemarie Smallcombe
Name of Grantee	Printed Name of Person Signing for Grantee
17-10329	
Contract / Grant Number	Signature of Person Signing for Grantee
	Chair of the Board
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: Rosemarie Smallcombe Title: Chair of the Board Telephone No.: (209) 966-3689 Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: Mariposa County - #17-10329 LHD signature Res 2018-127 20180327 (RES-2021-167 : Approve Amended CDPH Immunization

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-168

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Approve the Annual FY 20/21 Annual Federal and State Funding Exchange Agreement

---

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Caltrans for 2020/2021 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Public Works & Transportation Director to Sign the Agreement.

Staff is requesting that the Board authorize the Director, Public Works & Transportation to sign the agreement with Caltrans to exchange Federal funds earmarked for transportation under the Safe, Accountable, Flexible, Efficient, Transportation Equity Act - A Legacy for Users (SAFETEA-LU) legislation for non-Federal State highway account funds. The amount to be exchanged is $157,715 from the Federal Government, including the State match of $78,858.00 the total amount of funds provided available to roads is $236,573.00.

The exchange program is offered to jurisdictions such as Mariposa County to allow the best use of transportation funds without placing undue restrictions on expenditures. Funds will be recognized as revenue in the 2021/2022 fiscal year Roads Division Budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in the Road Division not being able to utilize the RSTP funds effectively because of the difficult National Environmental Policy Act (NEPA) requirements and the County may not have enough projects that qualify for Federal transportation funds.

FINANCIAL IMPACT:

$236,573.00 is included as revenue received in FY 21/22 Roads Division Budget Request: 300-0301-305-6227.

ATTACHMENTS:
Annual Caltrans Agreement for Funding Exchange(PDF)

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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 MARIPOSA
District County

Agreement No. X21-5940(140)
AMS Adv ID:1021000140

THIS AGREEMENT is made on _____, by the COUNTY of MARIPOSA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

$157,715.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2020/2021.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
Accounting Officer	Date 3/12/2021	$ 236,573.00

Attachment: Annual Caltrans Agreement for Funding Exchange (RES-2021-168 : Approve the Annual FY 20/21 Annual Federal and State

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $78,858.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2020/2021.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $236,573.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

By: _____
Office of Project Implementation
Division of Local Assistance

Date: _____

COUNTY OF MARIPOSA

By: _____

Title: _____

Date: _____

Attachment: Annual Caltrans Agreement for Funding Exchange (RES-2021-168 : Approve the Annual FY 20/21 Annual Federal and State

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-169

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Authorize Extra-Help Increase Up to 1,195 Hours for Court Security Officers for Sheriff's Office

---

RECOMMENDATION AND JUSTIFICATION:
Approve an increase of hours in a not-to-exceed amount of 1,195 hours for one (1) extra-help Court Security Officer for the Sheriff's Office.

The increase is required as one Security Officer will exceed their currently allowed hours prior to the end of the 20-21-fiscal year. Due to COVID-19, there have been Court proceedings held at off site locations from the Mariposa County Court House and this has impacted the hours used by Court Security Officers as staffing has been required at both sites.

Extra-Help employees can work up to 860 hours with approval of the department head and those hours can be increased up to 999 hours with approval of the Human Resources Director. An increase of hours above 999 requires approval by the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar requests in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the request and the Court Security Officer for the Sheriff's Office and they will exhaust their allowable hours. This will impact operations negatively.

FINANCIAL IMPACT:
There is no impact to the General Fund as these expenditures have been allocated in the Sheriff's FY budget..

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

REF ID# 11552

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclaim April 10-16, 2021 as "Week of the Young Child"

RECOMMENDATION AND JUSTIFICATION:

Proclaim April 10-16, 2021 as "Week of the Young Child"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:
Week of the Young Child 2021 (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

WEEK OF APRIL 10-16, 2021

as

"WEEK OF THE YOUNG CHILD"

"Celebrating Early Learning, Young Children, Their Teachers and Families"

WHEREAS, the Mariposa Local Child Care Planning Council and Infant Child Enrichment Services, in conjunction with the community of Mariposa, are celebrating the "Week of the Young Child" April 10-16, 2021 and

WHEREAS, the importance of fun, quality, age appropriate, child care environments for all children is recognized. Environments that create inclusion, safety, and develop a love of learning; and

WHEREAS, quality early child care programs are critical in the development of a child's intellect, self-esteem, and overall wellbeing, thus leading to a decrease in the number of children at risk; and

WHEREAS, the county of Mariposa stands dedicated to offering quality life experiences for children and families, safety within our schools and community, and positive growth and development of our future leaders.

NOW, THEREFORE, BE IT KNOWN that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby proclaims the week of April 10-16, 2021 as **"WEEK OF THE YOUNG CHILD."**

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of April, 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Week of the Young Child 2021 (2021-39 : Proclaim April 10-16, 2021 as "Week of the Young Child")

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - "California Friday Night Live Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2021, as "California Friday Night Live Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
CA Friday Night Live_April 2021_Proclamation_Mariposa Safe Families (3) (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2021
as
"California Friday Night Live Month"

WHEREAS, the California Friday Night Live program was developed in Sacramento in 1984 as the model program for the State of California which celebrates 37 years of engaging young people, and was designed to reduce alcohol use and other problems among young people by building partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities; and

WHEREAS, youth in Friday Night Live programs experience a safe environment that includes physical and emotional safety and experience opportunities for community engagement that include knowledge of community, interaction and interface with the community, communication with the community, and opportunities to contribute to the community; and

WHEREAS, participants in Friday Night Live programs will be afforded opportunities for leadership and advocacy that include decision-making and governance, learning to express their opinions constructively, and taking action on issues or projects they care about outside the program, in their community or school; and

WHEREAS, youth in Friday Night Live programs will also experience opportunities to build caring and meaningful relationships with peers and adults that include learning about their peers and building relationships with them, guidance from caring adult staff, and feeling supported by others in the program, as well as having practical program needs met, while enjoying a sense of belonging to the group; and

WHEREAS, in addition, youth in Friday Night Live programs will experience opportunities to engage in interesting and relevant skill development activities that will better prepare them for the challenges they may face and to develop healthy personal attitudes and behaviors related to alcohol, tobacco, and other drugs, violence prevention, and academic completion by fostering learning; and

WHEREAS, in an unprecedented time marked with upheaval, loss, and uncertainty, young people in Friday Night Live programs have epitomized resiliency, strength, and courage in their relentless commitment to making their community a better place; and

WHEREAS, Mariposa Safe Families, Inc., along with other community partners, remain dedicated to Friday Night Live mission and the great work being done through the collaborative; and

WHEREAS, during the month of April 2021, youth at more than 600 chapters will raise awareness in their counties throughout the State of California in order to reduce underage drinking, underage gambling, and tobacco use by mobilizing their communities with a unified call to action.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **April 2021 as California Friday Night Live Month**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of April 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: CA Friday Night Live_April 2021_Proclamation_Mariposa Safe Families (3) (2021-40 : Proclamation - "California Friday Night Live

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - "Alcohol Awareness Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2021, as "Alcohol Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Alcohol Awareness Month_April 2021_Proclamation_Mariposa Safe Families (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2021
as
"Alcohol Awareness Month"

WHEREAS, excessive drinking is responsible for more than 4,300 deaths among underage youth each year; and

WHEREAS, alcohol is the most commonly used addictive substance in the United States; and

WHEREAS, more than 1.6 million young people report driving under the influence of alcohol in the past year; and

WHEREAS, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, drinking by persons under the age of 21 is linked to 189,000 emergency room visits; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18; and

WHEREAS, kids who drink are more likely to be victims of violent crime, be involved in alcohol-related traffic crashes, and to have serious school-related problems; and

WHEREAS, a supportive family environment is associated with lowered rates of alcohol use for adolescents; and

WHEREAS, kids who have conversations with their parents and learn about the dangers of alcohol and drug use are 50 percent less likely to use alcohol and drugs than those who don't have such conversations; and

WHEREAS, Mariposa Safe Families, Inc. and community partners are dedicated to promoting community awareness regarding the importance of appropriate alcohol use awareness programs, activities, and ceremonies to support efforts that will increase awareness, understanding and action to address underage drinking in Mariposa County.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **April 2021 as Alcohol Awareness Month**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of April 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Alcohol Awareness Month_April 2021_Proclamation_Mariposa Safe Families (2021-41 : Proclamation - "Alcohol Awareness

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - "Child Abuse Prevention Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2021, as "Child Abuse Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Child Abuse Prevention Month_April 2021_Proclamation_Mariposa Safe Families (3) (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2021
as
"Child Abuse Prevention Month"

WHEREAS, child abuse and neglect is a complex and ongoing problem in our society that negatively affects many children in Mariposa County; and

WHEREAS, every child deserves to grow up in a safe, healthy, nurturing environment free of fear, abuse and neglect; and

WHEREAS, it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe, loving, nurturing childhood, a childhood free from verbal, sexual, emotional and physical abuse; and

WHEREAS, Mariposa County has a plethora of dedicated individuals, agencies and organizations who work daily to counter the problem of child maltreatment and help parents in obtaining the assistance that they need and in 2003 Mariposa Safe Families. Inc. was designated as the Mariposa County Child Abuse Prevention Council; and

WHEREAS, our Mariposa County communities are stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe, healthy, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of the partnerships among families, social service agencies, schools, faith based and civic organizations, law enforcement agencies and the business community, who work together to prevent child abuse; and

WHEREAS, with the COVID-19 pandemic many parents may be feeling overwhelmed, strained and exhausted. Identifying solutions and keeping our children safe and healthy requires input and action from all of us. Reaching out to support a parent who may be struggling is a simple task that we can all take; and

WHEREAS, Mariposa Safe Families, Inc., along with other community partners, remain dedicated to child abuse prevention and advocacy. We shall continue working together to build strong healthy children and protect them from harm and abuse.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **April 2021 as Child Abuse Prevention Month**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of April 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Child Abuse Prevention Month_April 2021_Proclamation_Mariposa Safe Families (3) (2021-42 : Proclamation - "Child Abuse

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclaim April, 2021 as "Sexual Assault Awareness Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of April, 2021, as “Sexual Assault Awareness Month” and April 28, 2021, as “Denim Day" (Board Chair)

The month of April has been designated Sexual Assault Awareness Month (SAAM) in the United States. The goal of SAAM is to raise public awareness about sexual violence and to educate communities and individuals on how to prevent sexual violence.

For the past 20 years, Peace Over Violence has run the Denim Day campaign on the last Wednesday in April in honor of Sexual Assault Awareness Month. April 29, 2020, is observed around the world as “Denim Day;” a single day of awareness created in solidarity with a victim whose rapist’s conviction was overturned because the Justices felt that since she was wearing tight jeans she must have helped her rapist remove her jeans thereby implying consent. Denim Day focuses on educating the community at large on the legal definition of consent.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically signed and presented this proclamation in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss an opportunity to advocate and endorse Sexual Assault Awareness in Mariposa County.

ATTACHMENTS:
Sexual Assault and Denim Day Proclamation (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2021 and April 28th, 2021
as
"Sexual Assault Awareness Month and Denim Day"

WHEREAS, the month of April has been declared Sexual Assault Awareness Month by the White House, the US Congress, and state governments throughout the nation, including California; and

WHEREAS, sexual violence is a devastating, violent, and intolerable crime that affects men, women, seniors, teens, and children of all races, ages, cultures, economic situations, and abilities; and

WHEREAS, sexual assault is a serious and widespread problem. On average, 1 in 5 women and 1 in 71 men in the United States have been raped at some point in their lives. The majority of these victims are under age of 30 years old, with 54% identifying as 18-34 years old; and

WHEREAS, only 230 out of every 1,000 sexual assaults are reported to the police; meaning 3 out of 4 go unreported. Additionally, in eight out of 10 cases of rape, the victim knew their perpetrator; and

WHEREAS, Mariposa County is not sheltered from the impacts of sexual assault and sexual violence. Mountain Crisis Services has provided crisis response and counseling services for victims of domestic violence and sexual assault for over 30 years, including services to 27 victims of sexual assault last year; and

WHEREAS, no one person, organization, agency, or community can eliminate sexual assault alone, it takes awareness, community, and support from all to fight against this horrific crime; and

WHEREAS, Mountain Crisis Services believes that prevention is the best way to address sexual assault and asking for consent is a healthy, normal, and necessary part of everyday interactions; and

WHEREAS, the last Wednesday of April is observed around the world as Denim Day; a single day of awareness created to remember a rape conviction that was overturned on appeal, simply because the victim wore "tight" jeans.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of California proclaims the month of April 2021 as "Sexual Assault Awareness Month" and proclaims April 28th, 2021 as "Denim Day" in Mariposa County, in order to support sexual assault prevention awareness efforts throughout the county.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of April, 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Sexual Assault and Denim Day Proclamation (2021-43 : Proclaim April, 2021 as "Sexual Assault Awareness Month")

MARIPOSA COUNTY

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

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of 2021 Air Pollution Control Board Chair

RECOMMENDED ACTION AND JUSTIFICATION:
Selection of the 2021 Mariposa County Air Pollution Control District Board Chair.

The Board normally selects the Chair and Vice-Chair at the first meeting of the year. This is the first meeting of the Air Pollution Control District Board for this year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Miles Menetrey was selected as the Chair in 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No selection will mean that the Board will have to select an acting chair each time the Air Pollution Control District must meet.

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

MARIPOSA COUNTY

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

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of 2021 Air Pollution Control Board Vice-Chair

RECOMMENDED ACTION AND JUSTIFICATION:
Selection of the 2021 Mariposa County Air Pollution Control District Board Vice-Chair.

The Board normally selects the Chair and Vice-Chair on the first meeting of the year. This is the first meeting of the Air Pollution Control District Board for this year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Kevin Cann was selected as the Vice-Chair in 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No selection will mean that the Board will have to select an acting chair each time the Air Pollution Control District must meet.

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

MARIPOSA COUNTY

Air Pollution Control Officer · (209) 966-3689

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Ratify and Approve the Grant Agreement for California Air Resources Board Carl Moyer Program

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Application Signed by the Air Pollution Control District Officer; Approve Grant Agreement California Air Resources Board Carl Moyer Memorial Air Quality Standards Attainment Program for Fiscal Year 2020-2021 (Year 23); and Authorize the Air Pollution Control Board Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel).

The purpose of this item is to approve a change to the previous approval. Previously with board approval Mariposa has redirected it's Moyer allocation to the Rural Assistance Program(RAP). Last years RAP funds were awarded to the Mariposa County Unified School District to begin the purchase of an electric school bus. Initially the school district declined to purchase an electric bus due to power and uphill speeds associated with the vehicles. Additionally the cost of a single bus would take two years allocations. Upon learning that the funding was to be returned to the State the School District re-evaluated their bus routes and decided they could use an electric bus after all. The Air Resources Board is requiring this years funds to be accepted directly by the local air districts in order to augment last year's RAP funds so the Mariposa County Unified School District can purchase an electric bus.

It is recommended that: 1) The board ratify the application signed by the Air Pollution Control Officer and submitted on 1/20/21;
2) Approve the acceptance of the grant funds directly instead of diverting the funding to the RAP program; and, 3) Authorize the APCD Board chair to sign the grant agreement subject to review and approval by County Counsel as to form.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously authorized applying for this grant program on Dec 6, 2016 Resolution No. APCD-2016-5 allowing the APCO to apply for 4 years, April 15, 2014 with Resolution No. 2014-152 and on January 18, 2011 with Resolution No. 2011-19.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. Do not apply for funding.
Alternative funds will have to be obtained by the school district to purchase the electric bus or the district will not be able to make the purchase.

Air Pollution Control District 2021-3

FINANCIAL IMPACT:
The District is allowed to use up to 5% for administrative costs.

ATTACHMENTS:
2021_Moyer_App_Mariposa Board (PDF)

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

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

The California Air Resources Board must receive this application by the due date specified in the Solicitation Memo https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives.

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov.

SECTION 1: APPLICANT AIR DISTRICT

Air District Name: Mariposa County Air Pollution Control District	
Street Address: 5100 Bullion St (P.O. Box 5)	City/Zip Code: Mariposa 95338
Contact Person: David Conway	Telephone Number: 209-966-2220
E-mail: dconway@mariposacounty.org	
The address provided above matches the address provided on the Air District's Data Record Form (STD 204) or Government Agency Tax Payer ID Form ☑ Yes ☐ If no, the Air District will be submitting a corrected STD. 204 or Government Agency Tax Payer ID Form to CARB.	

SECTION 2: AIR DISTRICT REQUEST OF CARL MOYER PROGRAM FUNDING

Moyer Year: 23	Fiscal Year: 2020-2021

Check one box and enter the dollar amount (if applicable).

☐ Tentative allocation ("Total Allocation" amount from Attachment 1):	$	
☐ Greater amount than tentative allocation, if available:	$	
Sum of tentative allocation plus greater amount:	$	
☑ Minimum allocation of $200,000 (no match required).		
☐ Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for the current fiscal year.		
☐ Tentative allocation and authorizes the funds be designated to a lead air district for the current fiscal year. Identify the lead air district:		
☐ No Carl Moyer Program funds. Air District declines all funding for this fiscal year.		

Attachment: 2021_Moyer_App_Mariposa Board (APCD-2021-3 : Ratify and Approve the Grant Agreement for California Air Resources Board

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

SECTION 3: AIR DISTRICT MATCHING FUNDS (15% OF FUNDING REQUEST, FOR APPLICATIONS OVER $200,000)

The Total Air District Match is based on the:

- ☐ Tentative allocation
- ☐ Request Allocation (Tentative allocation plus greater amount)
- ☑ Other

Total Air District Match:
ZERO

Specify match funding by Source and Amount:

Source of Funding	Dollar Amount

Match Funds Subtotal:
Estimated In-Kind Administration: (Up to 15% of Total District Match)

SECTION 4: PROGRAM ADMINISTRATION

Check the box with the percentage for program administration that best applies to the Air District. If the Air District wishes to request a program administration grant percentage lower than the 6.25% or 12.5% allowed under statute (H&SC § 44299.1) check last box and enter the percentage.

- ☐ 6.25% (Air District with one million or more inhabitants)
- ☑ 12.5% (Air District under one million inhabitants)
- ☐ The Air District requests program administration funds be included in this grant at a lower portion than allowed by statute.

  Percent of the total grant:

Attachment: 2021_Moyer_App_Mariposa Board (APCD-2021-3 : Ratify and Approve the Grant Agreement for California Air Resources Board

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

SECTION 5: BOARD RESOLUTION

Check one box and complete the date (if applicable).

☐ This application has been duly approved and authorized by the Air District governing board, as specified in the attached resolution.

☑ This application is scheduled to go before the Air District Board.

Date scheduled to go before the Air District Board:
TBD

SECTION 6: AIR DISTRICT CONTACT INFORMATION

Air District Air Pollution Control Officer	Telephone Number	Email Address
Eric Sergienko, M.D	209-966-2000	esergienko@mariposacounty.org

Air District Carl Moyer Program Manager	Telephone Number	Email Address
David Conway	209-966-2220	dconway@mariposacounty.org

SECTION 7: AIR DISTRICT APCO/EO APPROVED SIGNATURE

To the best of my knowledge and belief, the information in this application is true and correct. Unless my Air district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District's office.

Signature of Air Pollution Control Officer:	Date of Signature:
	1/20/21

Attachment: 2021_Moyer_App_Mariposa Board (APCD-2021-3 : Ratify and Approve the Grant Agreement for California Air Resources Board

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Authorize the LTC Chair to Sign a Grant Agreement with Caltrans

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RECOMMENDATION AND JUSTIFICATION:
Approve a Grant Agreement with Caltrans to Fund the Local Roadway Safety Plan for an Amount Not to Exceed $80,000.00; and Authorize the Local Transportation Commission Chair to Sign the Agreement.

This Project Safety Study of County Maintained Roadways will be funded 90% by Caltrans ($72,000.00) and 10% by the County ($8,000.00) and will identify safe transportation project improvements which will also make the County eligible to seek additional funding for safety related roadway projects.

This action will allow for the execution of agreements to accept the Grant Funds necessary to fund the Roadway Safety Study.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
At the March 16, 2021 meeting the Board approved Resolution 2021-135 which approved the advertisement for professional services to develop the Safety Plan at the .

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County will be ineligible for this funding and subsequent funding for safety related improvements to County Maintained Roads.

FINANCIAL IMPACT:
No impact to General Fund, the Local Share Funding for this Project will come from Road Funding

ATTACHMENTS:
Board Resolution 2021 135 (PDF)
Local Roadway Safety Plan Grant Funding Agreement (PDF)

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

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-135

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Advertising for a Request for Qualifications for Local Road Safety Plan (LRSP)

RECOMMENDATION AND JUSTIFICATION:

Approve advertising for a Request for Qualifications (RFQ) for Local Road Safety Plan (LRSP); and Authorize the Public Works Director to Award and Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

The LRSP will become a living document regarding traffic safety used to coordinate the efforts of a wide range of organizations to reduce traffic accident fatalities and injuries on our public roads. The plan will identify low cost systematic ways to improve safety such as improving traffic striping retroreflectivity, installation of rumble strips or removing vegetation to clear a driver's line-of-sight to a traffic sign. The plan will also allow the County to propose large traffic safety projects at multiple locations that have similar safety issues.

The LRSP has been in existence for the last decade across the country, however, Caltrans and the FHWA have determined that it will be required beginning with the Highway Safety Improvement Plan (HSIP) Cycle 11 estimated on or about around April 2022.

This Project is funded 90% through grant resources with a 10% Local Match requirement which can be satisfied through appropriated resources. Total Project Cost for this required report is estimated at $80,000.00

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An application for funding was submitted to Caltrans on July 14, 2020. A congratulatory email was received on September 24, 2000. An allocation request was submitted on October 8, 2020. A Notice to Proceed was received on January 13, 2020. The LRSP must be completed before the next HSIP cycle in April 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, and the County will be unable to seek future grant funding related to the Highway Safety Improvement Program (HSIP).

Attachment: Board Resolution 2021 135 (LTC-2021-10 : Authorize the LTC Chair to Sign a Grant Agreement with Caltrans)

ATTACHMENTS:
RFQ for LRSP Local Road Safety Plan (PDF)
Letter for LRSP (PDF)

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

Attachment: Board Resolution 2021 135 (LTC-2021-10 : Authorize the LTC Chair to Sign a Grant Agreement with Caltrans)

PROGRAM SUPPLEMENT NO. 000000W26
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00086S

Adv Project ID 1021000051
Date: March 10, 2021
Location: 10-MPA-0-CR
Project Number: LRSPL-5940(138)
E.A. Number:
Locode: 5940

This Program Supplement, effective 1/13/21 , hereby adopts and incorporates into the Administering Agency-State Agreement No. 00086S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/20/07 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Throughout Mariposa County

TYPE OF WORK: Local Roadway Safety Plan (LRSP) Project

Estimated Cost	State Funds		Matching Funds		
	STATE	$72,000.00	LOCAL		OTHER
$80,000.00			$8,000.00		$0.00

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennifer Yee **Date** 3/17/2021 $72,000.00

Attachment: Local Roadway Safety Plan Grant Funding Agreement (LTC-2021-10 : Authorize the LTC Chair to Sign a Grant Agreement with

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

   ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

   The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

   This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

   ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be

Attachment: Local Roadway Safety Plan Grant Funding Agreement (LTC-2021-10 : Authorize the LTC Chair to Sign a Grant Agreement with

SPECIAL COVENANTS OR REMARKS

limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.

Attachment: Local Roadway Safety Plan Grant Funding Agreement (LTC-2021-10 : Authorize the LTC Chair to Sign a Grant Agreement with

MARIPOSA COUNTY

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

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of Water Agency Chair

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Director to act as the Water Agency Board Chair for 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Kevin Cann was selected as the Chair in 2021. There has been no Water Agency Board meeting since that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Chair for the year, they will need to choose one for each meeting.

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

MARIPOSA COUNTY

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

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of Water Agency Vice-Chair

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Director to act as the Water Agency Board Vice-Chair for 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Rosemarie Smallcombe was selected as the Vice-Chair in 2020. The Water Agency Board has not met since then.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Vice-Chair for the year, they will need to choose one should the Chair not be present.

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

MARIPOSA COUNTY

Administration · 966-3222

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Parker Property Sale and Merger

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement to Sell 0.04 Acres of Real Property at APN 008-080-067 ($1,242); Approve a Parcel Merger to Restore the Parcel to Its Original Shape and Size (to be completed with filing of a Certificate of Compliance and Declaration of Waiver and Merger); and Authorize the Water Agency Board Chair to Sign All Forms Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel).

The parcel merger will involve the subject 0.04 acre parcel, APN 008-080-067, and the adjacent parcel, APN 008-080-066 (owned by buyer).

This item is pursuant to Board direction and is recommended for approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 1990, Mariposa County Water Agency purchased land in Bear Valley to allow for a water system that was ultimately never developed. In August of 2020, we were notified that the original landowner of this property wanted to buy back this section of her property and restore the parcel to its original size and shape. In September 2020, the Board agreed to accept the original purchase price of $1,242 and to pay all costs for the transaction.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County will retain ownership of this property.

FINANCIAL IMPACT:
Mariposa County Water Agency will receive $1,242.

ATTACHMENTS:
Purchase Sale Agreement (PDF)
Exhibit A (PDF)
Grant Deed (PDF)
Map of Property (PDF)
Vicinity Map (JPG)
Letter from Barbara Parker-Darragh (PDF)
Prior Grant Deed (PDF)

Water Agency Board 2021-3

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

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") is entered into this 6th day of April, 2021, by and between Barbara J. Parker, also known as Barbara J. Parker-Darragh, trustee of the Albert and Barbara Parker Family Trust ("Buyer"), and the Water Agency of the County of Mariposa, a subdivision of the State of California ("Seller"), and is predicated on the following facts:

RECITALS

Seller is the owner of that certain real property consisting of approximately 0.04 acres in the Bear Valley area of Mariposa County, California, commonly known as Assessor's Parcel Number 008-080-067, and described more fully in Exhibit "A" attached hereto ("the Property").

The Seller purchased the Property from the Buyer to establish a utility distribution system that was never constructed. Buyer continues to own an adjacent parcel and buyer desires to purchase the Property to return the existing, adjacent parcel to its original shape and size.

Pursuant to the California Subdivision Map Act and the County's Subdivision Ordinance, in order to return the existing, adjacent parcel to its original shape and size, a Certificate of Compliance and a Declaration of Wavier and Merger is required.

Seller desires to sell and Buyer desires to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE, SALE AND MERGER.**

   A. Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

   B. The sale of this Property will include a parcel merger and certificate of compliance to restore the parcel to its original shape and size coinciding with the completion of this transaction.

2. **TRUTH OF RECITALS.**

   The parties agree that all of the recitals are true.

3. **EFFECTIVE DATE.**

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

This Agreement is effective upon execution by the parties hereto.

4. **CONSIDERATION FOR PROPERTY TRANSFER.**

In consideration for the Property transfer from Seller to Buyer, and in recognition of the public purpose served by this transfer, Buyer and Seller agree as follows:

A. Buyer agrees to pay Seller $1,242 for the purchase of the Property.

B. Seller agrees to pay all fees and costs associated with the sale, including, but not limited to, the payment or waiver of taxes owed by Seller, the declaration of waiver and merger, and all associated transfer fees and escrow costs, unless otherwise set forth herein.

5. **ESCROW AND CLOSING.**

A. Within fourteen (14) days after the effective date of this Agreement, Buyer shall open an escrow account at a title company of Buyer's choice ("Escrow Holder").

B. At the opening of escrow, Buyer shall request from Escrow Holder a standard CLTA preliminary title report covering the Property (the "CLTA Title Report").

1. Within ten (10) days after delivery to Buyer of the CLTA Title Report, Buyer shall notify Seller, in writing, if Buyer disapproves, in whole or in part, the legal description and the condition of title. If no notification is received within ten (10) days, it will be assumed that the Buyer approves the legal description and condition of title in whole.

2. In the event Buyer disapproves any exception to title (the "Disapproved Exception"), Seller shall have fifteen (15) days from notice of such disapproval to notify Buyer in writing that Seller, at its reasonable option, either:

   i. agrees to cause such exception to be removed prior to or upon close of escrow, or
   ii. is unable or unwilling to remove such exception, in which event Buyer shall have five (5) days from receipt of such notice within which to deliver written notice to Seller that Buyer either unconditionally waives the objection or elects to terminate this Agreement.

3. In the event Seller does not deliver to Buyer notice, within the prescribed period, that it is unwilling or unable to remove any Disapproved Exception, it shall conclusively be deemed notice of Seller's intention and agreement not to remove such Disapproved Exception. In the event the Buyer fails to provide Seller and Escrow

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

Holder, within the prescribed period, written notice of its disapproval of the condition of title, it shall conclusively be deemed to have disapproved the condition of title and this Agreement will be terminated.

4. If this Agreement is terminated pursuant to this Section, neither party shall have any right, claim, cause of action, or any liability in connection with Buyer exercising its rights, as herein granted and Buyer shall, in such event, receive a full and immediate refund of any and all monies deposited in escrow, together with accrued interest thereon. Title to the Property shall be conveyed by Grant Deed and clear of all encumbrances, except those agreed to between Buyer and Seller in accordance with the terms hereof ("Permitted Exceptions"). At and as a condition to close of escrow, Buyer shall receive from Escrow Holder a CLTA form policy of title insurance in an amount equal to $1,242 insuring title to the Property and any improvements conveyed to Buyer hereunder to be free and clear of all liens and encumbrances, except the Permitted Exceptions.

C. Provided that all conditions of this Agreement have been satisfied on or before the closing date, the closing of the Purchase and Sale and transferring of title shall occur within fifteen (15) days of the effective date at the offices of the Escrow Holder, unless otherwise agreed by the parties. The Escrow Holder shall record Seller's Grant Deed to the Property at the close of escrow. At its sole expense, the County shall record a Certificate of Compliance and a Declaration of Wavier and Merger concurrently with, and immediately following recording of the grant deed. Coordination between the County and the Escrow Holder will be required to affect these concurrent recordings.

D. In order to allow for the merger of properties and creation of a new Assessor Parcel Number for the merged acreage:

1. Seller shall complete the Verification of Taxes Paid Form required by the county assessor and county tax collector to allow recordation of the Certificate of Compliance.
2. Buyer shall prepay property taxes due in 2021 for APN 008-080-066.

E. Seller shall pay all costs associated with the sale including any required recording fees and charges, including those required by statute, all title insurance premiums, and the escrow fee.

F. Seller shall pay all costs and expenses of clearing title, preparing, executing and acknowledging the Grant Deed, the Certificate of Compliance, the Declaration of Waiver and Merger, all transfer taxes, and drawing fees.

G. All non-delinquent real property taxes, general or special assessment installments, and any other similar recurring charges imposed on the Property by any governmental authority or

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

special district organization or body shall be prorated as of the close of escrow. Any delinquent taxes shall be paid by Seller at the close of escrow.

6. CONDITIONS TO CLOSE OF ESCROW.

A. Conditions to Buyer's Obligations. Buyer's obligation to proceed with the purchase of the Property is conditioned upon the following:

1. Seller shall have delivered into escrow a Grant Deed, duly authorized, executed and acknowledged by Seller, pursuant to which Seller shall convey to Buyer all Seller's rights, title, and interest in the Property. The Grant Deed shall be provided by the Escrow Holder.

2. The Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer, except for those conditions accepted by Buyer as provided in section 5.B.

3. Seller's delivery of possession of the Property to Buyer, at close of escrow, free of all occupants, tenants, and licensees, except as otherwise agreed to herein.

4. Completion of an environmental review of the Property disclosing no environmental hazards.

5. Seller shall provide all disclosures required by law.

6. On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations under section 5.D.

In the event that all of the above conditions are not satisfied or waived on the closing date, or such earlier date set forth above, the Buyer may terminate this Agreement by written notice to Seller. Seller shall return all funds received hereunder from the Buyer, and neither party shall hereafter have any further rights or liabilities under this Agreement. Buyer agrees to give notice of any failure of the conditions precedent listed, and Seller shall have three (3) business days to cure any such failure unless extended in writing by Buyer.

B. Conditions to Seller's Obligations. The obligation of Seller to consummate the transaction contemplated hereunder is subject to the following conditions:

1. In the event that all of the above conditions are not satisfied or waived on the closing day, or such earlier date set forth above, Seller, upon returning all funds received hereunder to the Buyer, may terminate this Agreement by written notice to the Buyer and neither party shall thereafter have any further rights or liabilities under this Agreement.

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

1. Authority. The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary in order to enable Seller to enter into or perform this Agreement.

2. Binding Effect of Documents. This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

3. Foreign Person. Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

4. Seller's Warranty Regarding Authorization. Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

5. Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

1. Organizations. Buyer has full power and authority to purchase the Property.

2. Authority. The execution and delivery of this Agreement and the consummation of the transaction hereof have been duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary in order to enable Buyer to enter into or perform this Agreement.

3. Binding Effect of Documents. This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

14. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

15. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

16. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

17. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

18. **LAW.**

This Agreement shall be governed by the laws of the State of California.

19. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words “herein”, “hereof”, “hereunder”, and other similar compounds of the word “here” when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word “day” shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

20. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

21. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

22. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at close of escrow.

23. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

24. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

25. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

26. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

27. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

TO BUYER:	TO SELLER:
Albert and Barbara Parker Family Trust c/o Ms. Barbara Parker-Darragh 7293 Highway 49 North Mariposa, CA 95338	County Administrative Officer Mariposa County P.O. Box 784 Mariposa, CA 95338

28. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

29. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

30. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finder's fee or other compensation to any third party in connection with this transaction.

31. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

32. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

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

SELLER:

Marshall Long, Chair
Mariposa County Board of Supervisors

BUYER:

Barbara Parker-Darragh, Trustee
Albert and Barbara Parker Family Trust

ATTEST:

RENÉ LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
Mariposa County Counsel

Attachment: Purchase Sale Agreement (WA-2021-3 : Parker Property Sale and Merger)

EXHIBIT A

(APN 008-080-0067)

A tract of land situated in a portion of Projected Section 21, Township 4 South, Range 17 East, Rancho Las Mariposas, M.D.M., Mariposa County, State of California, said tract of land being more particularly described as follows:

All that portion of that certain real property conveyed to the Mariposa County Water Agency by Grant Deed recorded April 5, 1990 as Document No. 902413, Mariposa County Official Records, therein described as Exhibit B, Mound Site Access Lot, more particularly described therein as follows:

> All that certain real property situate in the County of Mariposa, State of California, described as follows:
>
> All of that portion of the certain parcel of land situate in Projected Section 21, Township 4 South, Range 17 East, Rancho Las Mariposas, Mount Diablo Base and Meridian, conveyed to ALBERT C. PARKER, by Deed recorded August 19, 1988, as Document No. 883565, Official Records of Mariposa County; more particularly described as follows:
>
> Commencing at a point on the line running between Corner No. 2 and Corner No. 3 of that certain tract of land, commonly known as the "Bear Valley Town Tract", (as described in that certain deed from A.J. INDUSTRIES, INC., to A. V. Udell and Adeline T. Udell, his wife, dated the 19th day of April 1938, and recorded in the office of the County Recorder of the County of Mariposa, on the 4th day of October, 1938, in Vol. 5 of Official Records, at Page 327 thereof, records of the County of Mariposa), from whence said Corner No. 3 of the Bear Valley Town Tract bears being North 30°03'37" West, 556.85 feet, more or less, to the southwesterly prolongation of the southeast boundary of Lot 873, said point being the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence running northwesterly along the line between said Corner No.2 and Corner No. 3 of the Bear Valley Town Tract, North 30°03'37" West, 150.00 feet; thence leaving said line between said Corner No. 2 and Corner No. 3 of the Bear Valley Tract, and running southeasterly, South 39°3045" East, 152.23 feet, more or less, to a point on the southwesterly prolongation of the Southeast boundary of Lot 873; thence running southwesterly along said prolongation of the Southeast boundary of Lot 873, South 60°18'38" West, 25.00 feet, more or less, to the POINT OF BEGINNING, said point being the terminus of this description containing 0.043 acres, more or less.

Attachment: Exhibit A (WA-2021-3 : Parker Property Sale and Merger)

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

It is the intent of the parties hereto that the above described tract of land merge with that certain real property conveyed to Albert C. Parker by Gift Deed recorded August 19, 1988 as Document No. 883565, Mariposa County Official Records and further conveyed to Albert C. Parker and Barbara J. Parker, Co-Trustees of the Parker Family Trust, as Parcel No. 4 by Grant Deed recorded May 23, 1994 as Document No. 942672, Mariposa County Official Records, to create a single parcel.

Prepared by:

Russell A Marks

Dated: 2/19/2021

Russell A. Marks, PLS No. 6377

Mariposa County Surveyor



Attachment: Exhibit A (WA-2021-3 : Parker Property Sale and Merger)

RECORDING REQUESTED BY:

Barbara Parker-Darragh, Executor
Albert Parker Trust

WHEN RECORDED MAIL TO:

Albert Parker Trust
c/o Barbara Parker-Darragh
4293 Highway 49 N
Mariposa CA 95338

Space Above This Line Reserved for Recorder's Use

APN 008-080-067

GRANT DEED

The undersigned grant(s) to the Albert Parker Trust all that real property situated in Mariposa County, California, described as attached in Exhibit 'A' and incorporated herein by reference.

Witness my hand this __ day of __, 20__.

_____
Dallin Kimble, CAO
County of Mariposa

Attachment: Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

ArcGIS Web Map



8/26/2020, 9:45:13 AM

LCA 2017

- Non-compliant
- Compliant
- Need More Info
- Parcels

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Attachment: Map of Property (WA-2021-3 : Parker Property Sale and Merger)

USDA FSA | Copyright:© 2013 National Geographic Society, i-cubed | EE Meriam; April 2012 | Earthstar Geographics | Esri Community Maps Contributors, Fresno County Dept. PWP, Merced County Association of Gov, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS,

Agreement to Sell
0.04 Acres of Real Property



0 50 100 Feet

1:958

Sites
- APN: 008-080-0660-
- APN: 008-080-0670-
- Assessor's Parcel Map

APN: 008-080-0670 (The property to sell)

APN: 008-080-0660 (Property to be merged with APN 008-080-0660 owned by buyer)

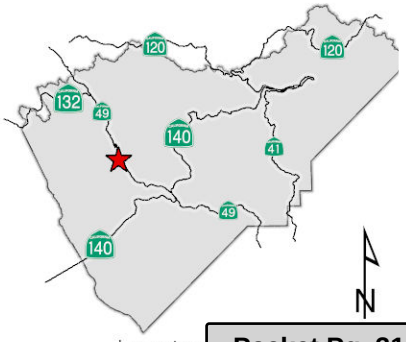
Seller: County of Mariposa selling 008-080-0670

Buyer: Barbara Parker-Darragh, Executor for the Albert Parker Trust

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Wednesday, March 17, 2021
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 7/2020

Map Credit: J.W.

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning



Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

RECEIVED
AUG 18 2020
BOARD OF SUPERVISORS

7293 Highway 49 N
Mariposa, Ca 95338
209-377-8349

8/14/2020

Mariposa County Board of Supervisors

Mariposa, California

Dear Board Members:

Many years ago when we thought we were going to have a sewer system in Bear Valley you purchased .04 acres from me. This is parcel #08-080-067.

I would be interested in buying it back from you.

Barbara Parker-Darragh

Barbara Parker-Darragh

Attachment: Letter from Barbara Parker-Darragh (WA-2021-3 : Parker Property Sale and Merger)

RECORDING REQUESTED BY

902413

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

APN 008-080-043

NAME County Counsel
ADDRESS County of Mariposa
CITY & STATE P.O. Box 1966
ZIP Mariposa, CA 95338

Title Order No. M-8812-T (52)

Recorded at the Request of Mariposa County Clerk
April 5 1990 at 11:45
Official Records
Fee $ MC
EVELYN [illegible]
Mariposa County
Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned declares that the documentary transfer tax is $..... and is
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☒ unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ALBERT C. PARKER, a married man, as his sole and separate property

hereby GRANT(S) to MARIPOSA COUNTY WATER AGENCY (AGENCY), its successors, assigns, or any person or utility so authorized by it

the following described real property in the county of MARIPOSA, State of California:

See attached Exhibit "A"

Dated 3-27-90

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

_____, known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

Signature of Notary _____

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City & State

CAL 1 (Rev 1 79)

Attachment: Prior Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

90241

OWNER:

Albert C. Parker Date: 3-27-90

Barbara J. Parker Date: 3-27-90

NOTARY: General Acknowledgement:

State of California
County of Mariposa
On this the _____ day of _____, 19___, before me, _____, the undersigned Notary Public, personally appeared _____ personally known to me _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ____ subscribed to the within instrument, and acknowledged that _____ executed it.

WITNESS my hand and official seal. SEAL:

Notary's Signature: _____

This is to certify that the interest in real property conveyed by this Grant Deed dated 3-27-90, from ALBERT C. & BARBARA J. PARKER to the Mariposa County Water Agency, a political subdivision, is hereby accepted by WILLIAM C. LINCOLN, on behalf of the Board of Supervisors of Mariposa County pursuant to the authority conferred by resolution of the Board of Supervisors of Mariposa County, acting as the Board of Directors of the Mariposa County Water Agency, adopted on November 21, 1989, and the grantee hereby consents to the recordation thereof, by its duly authorized officer.

Date _____

_____
Title

Attachment: Prior Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

902413

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

SUBSCRIBING WITNESS

This document was signed and delivered in the presence of:

Barbara Geiger

On 3-27, 1990.

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

State of California
County of Mariposa

On this the 27th day of MARCH, 1990, before me, Catherine Broomfield, A Notary Public in and for said county and State, residing therein, duly commissioned and sworn, personally appeared Barbara Geiger known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that she resides in the County of Mariposa, State of California; that she was present and saw ALBERT C. PARKER personally known to her to be the person(s) described in, and who executed the said within instrument as party(ies) thereto, sign and execute the same; that she, the affiant, then and there, at the request of said person(s), subscribed her name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SEAL: OFFICIAL SEAL CATHERINE BROOMFIELD NOTARY PUBLIC-CALIFORNIA MARIPOSA COUNTY My Comm. Exp. Dec. 2, 1990

Notary's Signature: Catherine Broomfield

Notary Public in and for the County of Mariposa
State of California.

My commission expires December 2, 1990.

Attachment: Prior Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

EXHIBIT "A"

MOUND SITE ACCESS LOT

A PERMANENT FEE SIMPLE ESTATE, and right-of-way, including right to enter upon the Real Property hereinafter described, to construct, maintain, replace and repair the mound-site access road, together with the right to remove vegetation, undergrowth and other obstructions interfering with the location, construction, replacement and maintenance of the mound-site access road.

A description of the area granted herein is more particularly described on the LEGAL DESCRIPTION attached hereto as Exhibit "B", and by this reference incorporated herein; and is graphically described by the HATCHED AREA shown on the Plat Map attached hereto as Exhibit "C", and by this reference, incorporated herein.

The undersigned do hereby covenant that the undersigned is the lawful owner of the Real Property described on Exhibits "B", and "C".

The provisions hereof shall ensure to the benefit of and bind the successors and assigns of the respective PARTIES hereto, and all covenants shall apply and run with the land.

The undersigned agrees that an AMENDED GRAND DEED shall be recorded, if necessary, after installation of the pipelines, tanks, pumps and mains to more accurately locate the installation on the Plat Map, i.e., Exhibit "C". The undersigned agree to execute any additional documents necessary in order to amend the GRAND DEED to describe the actual as-built location of the sewer pipelines, tanks, pumps and mains.

Attachment: Prior Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

902413

EXHIBIT "B"

MOUND SITE ACCESS LOT

LEGAL DESCRIPTION

All that certain real property situate in the County of Mariposa, State of California, described as follows:

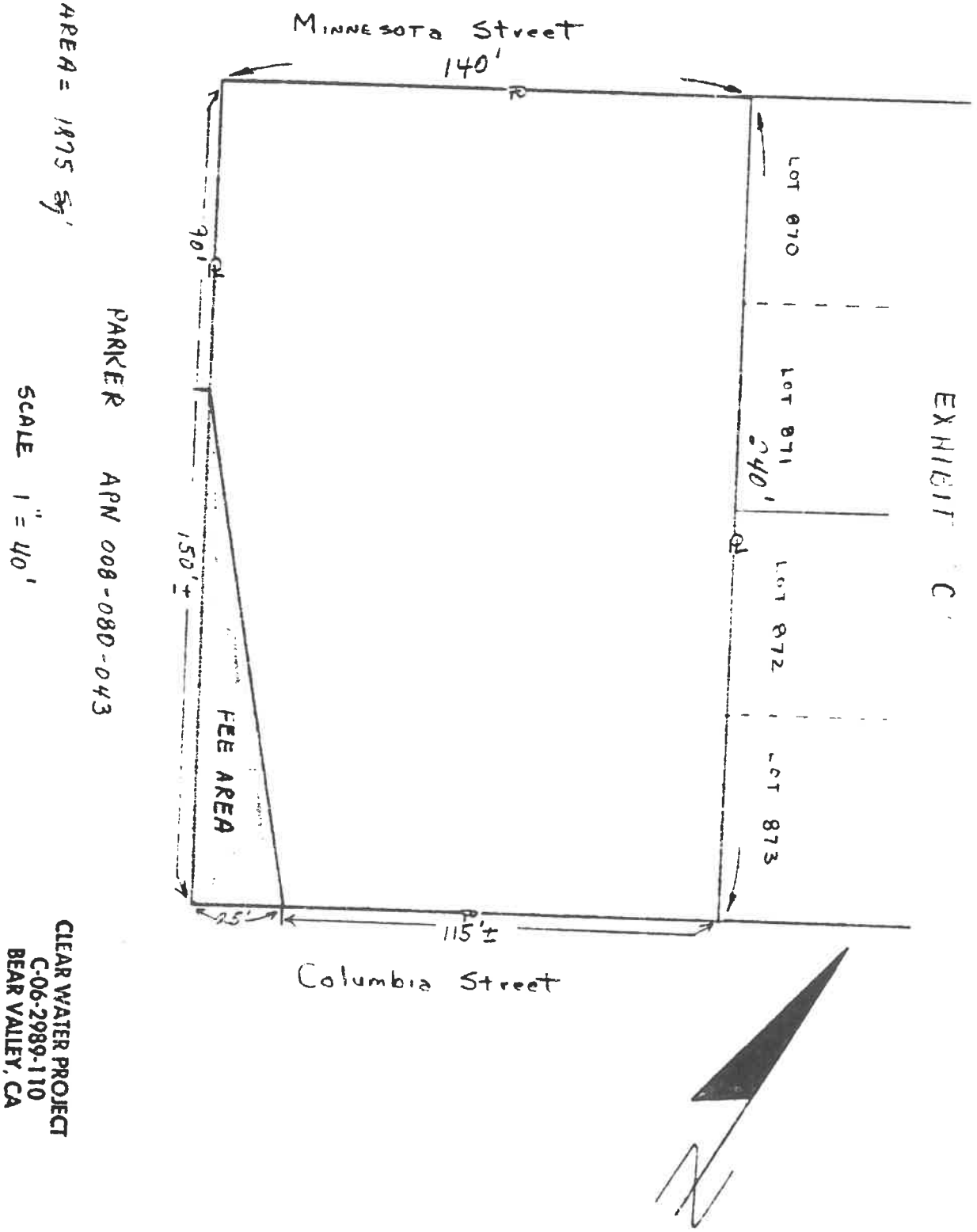
All of that portion of the certain parcel of land situate in Projected Section 21, Township 4 South, Range 17 East, Rancho Las Mariposas, Mount Diablo Base and Meridian, conveyed to ALBERT C. PARKER, by Deed recorded August 19, 1988, as Document NO. 893565, Official Records of Mariposa County; more particularly described as follows:

Commencing at a point on the line running between Corner No. 2 and Corner No. 3 of that certain tract of land, commonly known as the "Bear Valley Town Tract", (as described in that certain deed from A.J. INDUSTRIES, INC., to A. V. Udell and Adeline T. Udell, his wife, dated the 19th day of April 1938, and recorded in the office of the County Recorder of the County of Mariposa, on the 4th day of October, 1938, in Vol. 5 of Official Records, at Page 327 thereof, records of the County of Mariposa), from whence said Corner No. 3 of the Bear Valley Town Tract bears being North 30° 03' 37" West, 556.85 feet, more or less, to the southwesterly prolongation of the southeast boundary of Lot 873, said point being the **TRUE POINT OF BEGINNING FOR THIS DESCRIPTION**; thence running northwesterly along the line between said Corner No. 2 and Corner No. 3 of the Bear Valley Town Tract, North 30° 03' 37" West, 150.00 feet; thence leaving said line between said Corner No. 2 and Corner No. 3 of the Bear Valley Tract, and running southeasterly, South 39° 30' 45" East, 152.23 feet, more or less, to a point on the southwesterly prolongation of the Southeast boundary of Lot 873; thence running southwesterly along said prolongation of the Southeast boundary of Lot 873, South 60° 18' 38" West, 25.00 feet, more or less, to the **POINT OF BEGINNING**, said point being the terminus of this description containing 0.043 acres, more or less.

Attachment: Prior Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

EXHIBIT "C"

902413



FEE AREA = 1875 Sq'

PARKER APN 008-080-043

SCALE 1" = 40'

CLEAR WATER PROJECT
C-06-2989-110
BEAR VALLEY, CA

END OF DO

Attachment: Prior Grant Deed (WA-2021-3 : Parker Property Sale and Merger)

MARIPOSA COUNTY

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

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of Yosemite West Maintenance District Board Chair

---

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Director to act as the Yosemite West Maintenance District Board Chair for 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Rosemarie Smallcombe was selected as the Chair in 2017. The Yosemite West Maintenance District Board has not met since then.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Vice-Chair for the year, they will need to choose one should the Chair not be present.

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

MARIPOSA COUNTY

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

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of Yosemite West Maintenance District Board Vice-Chair

---

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Director to act as the Yosemite West Maintenance District Board Vice-Chair for 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Miles Menetrey was selected as the Vice-Chair in 2017. The Yosemite West Maintenance District Board has not met since then.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Vice-Chair for the year, they will need to choose one should the Chair not be present.

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

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Approve a First Amendment with Provost & Pritchard for Engineering Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment with Provost & Pritchard for Engineering Services to Increase Compensation by $12,000 for a New Amount Not to Exceed $52,000; and Authorize the Yosemite West Maintenance District Chair to Sign the Amendment.

The Agreement with Provost & Pritchard was to Provide a Technical Report Detailing Yosemite West Water System Impacts with Regard to a Potential Water Service Connection of the NatureBridge Campus to the Water Utility.

The Department of Public Works received an application seeking a water service connection from the Yosemite West Public Water Utility from the National Park Service for NatureBridge Campus. As a condition of our addressing their application and addressing a State requirement of a capacity assessment to serve, the Department and NatureBridge / National Park Service had agreed to conduct the necessary engineering analysis to identify any impacts incurred to the existing utility infrastructure. This change order reflects additional work associated with a more than anticipated extensive review process of the study by the Yosemite West District Advisory Committee and allows for time associated with a presentation to the Yosemite West Board of Directors at a date yet to be determined.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 21, 2020 Resolution 2020-38 the Board approved an Agreement with Provost & Pritchard to prepare a report for a potential water service connection.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the final invoice will not be paid and the Board of Directors will not benefit from hearing and questioning the engineer regarding the conclusions reached in the report.

FINANCIAL IMPACT:
There will be no financial impact to the General Fund.

Yosemite West Maint District 2021-3

ATTACHMENTS:
Provost & Pritchard 1st amd YW - NB (PDF)
Provost & Pritchard YW 20-032(PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WATER CONNECTION FROM YOSEMITE WEST TO THE NATURE BRIDGE CAMPUS

THIS FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WATER CONNECTION FROM YOSEMITE WEST TO THE NATURE BRIDGE CAMPUS is made and entered into this ____ day of _____, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Provost & Pritchard, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated January 29, 2020, wherein **Contractor** agreed to provide engineering services; and

Whereas, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement and change the compensation to be provided to **Contractor**;

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

1. Paragraph 1, TERM", is hereby amended to extend the term of the Agreement to August 31, 2021.

2. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional Twelve Thousand Dollars ($12,000) will be added to the original amount of Forty Thousand Dollars ($40,000), making the total compensation paid to **Contractor** not to exceed amount of Fifty Two Thousand Dollars ($52,000).

3. The Agreement is hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to September 30, 2020.

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

COUNTY OF MARIPOSA:

Mike Healy, Director
Public Works & Transportation

CONTRACTOR:

Provost & Pritchard
Heather Bashian

APPROVED AS TO FORM:

Rene LaRoche
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

Attachment: Provost & Pritchard 1st amd YW - NB (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering

20-032

AGREEMENT FOR TECHNICAL REPORT FOR THE YOSEMITE WEST WATER SERVICE AREA

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of Jan., 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Provost & Pritchard Consulting Group, a ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on January 15, 2020 and terminate on September 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Technical Report for the Yosemite West Water Service Area 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 $40,000. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

10. NOTICE

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

CONTRACTOR:
Provost & Pritchard Consulting Group
286 W. Cromwell Avenue
Fresno, CA 93711-6162
559.449.2700

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Funding Source:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Mike Healy, Director
Public Works & Transportation

CONTRACTOR

Provost & Pritchard Consulting

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Last revised: 7/2/18

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

286 W. Cromwell Avenue
Fresno, CA 93711-6162
Tel: (559) 449-2700
Fax: (559) 449-2715
www.ppeng.com

Job No. 19-452

December 10, 2019

Mr. Mike Healy, Public Works Director
County of Mariposa
P.O Box 784
5100 Bullion Street
Mariposa, CA 95338

Subject: **Proposal for Engineering Services – County of Mariposa Technical Report for the Yosemite West Water Service Area – Evaluate and Analyze NPS application for new water service**

Dear Mr. Healy:

Thank you for the opportunity to submit this proposal to provide engineering services for the County of Mariposa (County) relative to the Yosemite West Water Service Area (YWWSA). This proposal is provided at the request of the County for a Technical Report that includes an engineering evaluation, analysis and recommendations regarding a recent application by the National Park Service requesting a new water service from YWWSA for the NatureBridge National Science Education Campus at Henness Ridge. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

The National Park Service (NPS) constructed the Chinquapin Water System in 2007 for the benefit of the NatureBridge National Science Education Center Campus (NSEC), the Chinquapin Ranger Residence and the Comfort Station. The water system is comprised of a single hard rock well with submersible pump, a 3-inch supply main to the Chinquapin Ranger Residence garage where a plumbing tree provides for chlorine disinfection, then water is conveyed through an 8-inch pipeline to supply water to the Chinquapin Ranger Residence and Comfort Station, the NSEC and two (2) 100,000 gallon water storage tanks located above the NSEC. The hard rock well initially produced 28 gallons per minute but has subsequently dried up to the point where it no longer is an effective water source.

NPS has filed an application with the County of Mariposa to obtain a new water service from the YWWSA to serve the NSEC. As part of this application, NPS plans to segregate the NSEC campus and water storage tanks from the balance of the Chinquapin water system to allow the new water service to solely serve the NSEC. Separate from the application to the County of Mariposa, NPS will pursue an alternate water supply for the balance of the Chinquapin Water System that includes the Chinquapin Comfort Station and Ranger Residence.

The County has requested that Provost & Pritchard provide this proposal for engineering services to evaluate the NPS application, determine impacts of this potential new water service

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

on the existing YWWSA and prepare a technical engineering report to summarize the evaluation and findings of the study.

Scope of Services

Services provided by Provost & Pritchard under this proposal will include:

Task 1: Draft Engineering Report

- Research and information gathering:
  - Review NPS application to the County of Mariposa for a new water service to service the NSEC campus including projected water demand of the NESC.
  - Research with County staff to obtain background information data, records, operational policies and procedures, technical reports, capital improvement plans and agreements pertinent to the YWWSA. We will request at least five years of historical water system production data (meter readings and well draw down measurements) from the single hard-rock groundwater well (New Well No. 9) for the YWWSA.
  - Conduct field review of the existing YWWSA supply and storage infrastructure with Mariposa County system operators. As part of field review, we would like to sound the well to confirm pumping drawdown and recovery depths to water surface.
  - Review water system operational data and policies.
- Evaluate the following items:
  - Impact of new NSEC water service on the Yosemite West Water System, including:
    - Five-year historical water system production data with consideration of future increased demand for an added NPS water service for the NSEC campus.
    - Well yield based on the original well development pump test report, submersible pump capacity, impact on Lowry Aeration water treatment system, booster pumps and conveyance pipeline to existing water storage tanks due to increased water demand in the system.
  - Existing fire water storage for the YWWSA based on current water storage tanks operation parameters and impacts of additional daily demand storage for the NESC water service.
  - Increases water demands on the existing capital improvement plan. Recommend additional improvements or advancements in funding capital improvements which may be necessary to support the increase water demand.
  - Secondary alternative whereby the new water service would include an 8" main between the two 100,000-gallon Chinquapin Water Storage Tanks and the YWWSA water storage tanks. It is understood that the Chinquapin tanks are at a higher elevation than the YWWSA tanks, and the new water service will require a booster pump to deliver water to the Chinquapin tanks. However, an 8" main between the two sets of tanks would allow for the ability to back-feed additional water storage for to the Yosemite West Community.
- Prepare Draft Preliminary Engineering Report and submit to Mariposa County for review

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

and comment.

- Participate in one in-person review meeting with County of Mariposa staff expected to include Mike Healy and Darryl Nielsen. Review report and assist in development of potential mitigation measures to offset the impacts on the water system. Mitigation measure are assumed to be either required capital improvements or payment of connection fees based on a pro-rata share of defined improvements included in the current capital improvement plan.

Deliverables: Electronic copy and two (2) hardcopies of Draft Preliminary Engineering Report.

Task 2: Final Engineering Report

- Revise Draft Engineering Report based on County input.
- Prepare Final Engineering Report, including a cost opinion based on the recommended improvements and submit to County of Mariposa and NPS for review and acceptance.

Deliverables: Electronic copy and two (2) hardcopies of Final Preliminary Engineering Report

Schedule

P&P is prepared to begin immediately upon authorization to proceed. It is understood that the County desires to advance this study as soon as County staff and/or County Board of Supervisors authorizes a contract for this work. We will coordinate the project schedule with County staff upon issuance of a Notice to Proceed. We estimate a timeframe of 4-6 weeks for the Draft Engineering Report and another 3-4 weeks to finalize the report upon receipt of the County's final comments on the draft report.

Professional Fees

Provost & Pritchard Consulting Group will perform the above described services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. We recommend that the County budget **$40,000** for the services included in this proposal.

These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimate above. If it appears we will need to exceed the estimate provided, we will notify you in writing before we do so and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Assumptions

The proposal includes the following assumptions:

- The County will be able to provide background information and records associated with the Yosemite West water system necessary to complete the engineering report (i.e. – wellhead water meter records, well drawn down data, well development technical reports, water quality data, record drawings of existing water supply and storage infrastructure, maintenance records, operating budget, etc.).
- The County YWWSA system operators will be available to provide a tour of the water system soon after approval of the contract.

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

- The County staff public works management and operational staff will be available to meet in-person to review the draft and final draft technical report.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Attendance at County Board of Supervisor or any or public meetings to provide technical background and support of the engineering evaluation and technical report, if necessary
- Conceptual Design of water system improvements to provide a new water service to the National Park Service, if needed.

Terms & Conditions

In order to convey a clear understanding of our mutual responsibilities under this proposal, we expect that this proposal all be attached to a County drafted project-specific Agreement for Engineering Services. These executed documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Please let us know if you have any comments or changes to our proposal. If you have any questions, feel free to call me at (559) 449-2700.

Sincerely Yours,

Provost & Pritchard Consulting Group

Rodney McNeely

Rod McNeely, PE
C 58337
Project Manager

Heather Bashian

Heather Bashian, PE
C 73075
Vice President

Terms & Conditions Accepted

By: County of Mariposa

_____
Signature

_____
Name

_____
Title Date

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 1-559-451-3200 Edgewood Partners Insurance Center (EPIC) [Fresno Branch - Branch ID 15283] 5250 N. Palm Avenue, Suite 220 Fresno, CA 93704	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 925.244.7700 FAX (A/C, No): 925.901.0671 E-MAIL ADDRESS: EPICcerts@epicbrokers.com
INSURED Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group 286 W. Cromwell Avenue Fresno, CA 93711-6162	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: VALLEY FORGE INS CO — 20508 INSURER B: HARTFORD ACCIDENT & IND CO — 22357 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 58372875 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		6050192477	10/01/19	10/01/20	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		6050192432	10/01/19	10/01/20	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			57WERT6195	04/15/19	04/15/20	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Yosemite West Water System Evaluation /
ADDITIONAL INSURED: County of Mariposa

CERTIFICATE HOLDER

County of Mariposa
Public Utilities

4639 Ben Hur Rd

Mariposa, CA 95335 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/21/2020

NAME OF INSURED: Provost & Pritchard Engineering Group, Inc.
dba Provost & Pritchard Consulting Group

Additional Description of Operations/Remarks from Page 1:

Additional Information:

General Liability Additional Insured and Primary Non-Contributory applies per form CNA75079XX (10-16); General Liability Waiver of Subrogation applies per form CNA75008XX (10-16)
Auto Additional Insured and Primary Non-Contributory applies per form CNA71527XX (10/12)
Auto Waiver of Subrogation applies per form CA 04 44 10 13
Workers Compensation Waiver of Subrogation applies per form WC 00 03 13

SUPP (05/04)

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Policy No: 6050192477
Endorsement No: -
Effective Date: 10/1/2019

Insured Name:

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6050192477
Endorsement No: -
Effective Date: 10/1/2019

Insured Name:

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6050192477
Endorsement No: -
Effective Date: 10/1/2019

Insured Name:

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CNA

CNA7152
(Ed. 10/12)

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 6050192432
Endorsement No: -
Effective Date: 10/1/2019

Insured Name: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

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Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

POLICY NUMBER: 6050192432

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

Endorsement Effective Date: 10/1/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 57WERT6195 **Endorsement Number:**
Effective Date: 4/15/2019 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address:

Provost & Pritchard Engineering Group, Inc.
dba Provost & Pritchard Consulting Group
286 W. Cromwell Avenue
Fresno, CA 93711

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by written contract or agreement to obtain this waiver o rights from us

Attachment: Provost & Pritchard YW 20-032 (YWMD-2021-3 : Approve a First Amendment with Provost & Pritchard for Engineering Services)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-171

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Approve Change Order 2 for Indian Gulch Bridge with AM Development

---

RECOMMENDATION AND JUSTIFICATION:
Approve Change Order 2 for the Interim Indian Gulch Bridge Storm Disaster Project with AM Development to Increase Compensation by $191,258 for a New Amount Not to Exceed of $1,493,349; and Authorize the Public Works & Transportation Director to Sign the Change Order.

The Change Order work is needed in order to import additional soil and rock to be placed adjacent to the bridge approaches to return the grades to their original condition. This will allow the fencing and gates to be returned to their pre-storm disaster location.

The Bridge was Destroyed During the March 2018 Storm Event. This Emergency Work (Category B), is providing a single 12 foot wide lane that will satisfy Cal-Fire capacity and dimensional requirements.

On March 22, 2018, Mariposa County experienced torrential rains and major flooding (following weeks of higher than normal precipitation). Due to the amount of damage, engineered review and plans were required by both CalOES and Caltrans.

The bridge will span approximately 180 feet by fortifying both roadway approaches, and installing a Pre-Fabricated Modular Steel Truss Bridge. All construction work will be performed at the roadway approaches, and no work will be done within the creek.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 26, 2020 Resolution 2020-274 the Board approved the Public Works Director to advertise and award installation of a temporary bridge. The local share of this project was previously approved by the Board of Supervisors as part of the SB1 Project submittal.
The Indian Gulch Bridge #40C-0059, Federal Project #5940(102) is being designed in the Highway Bridge Program (HBP). The permanent construction replacement is currently scheduled for 2024. At that time, the interim bridge will be dismantled and stored for future county use.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the project will not be completed.

REF ID# 11549

FINANCIAL IMPACT:
This is a CalOES Disaster Recovery Funded Project and any Local Share will be funded through appropriated SB1 Funding Sources.

ATTACHMENTS:
Indian Gulch DSR (PDF)
AM Development, Inc 21-002 Indian Gulch Bridge (PDF)
AM Development CO1 (PDF)
AM Development CO 2 Indian Gulch Brdg (PDF)
FY20-21 Budget Action - Roads XFR Out to Fund 525 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

STATE OF CALIFONRIA

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

California Disaster Assistance Act
Damage Survey Report
(DSR)

3903

STATE DISASTER NUMBER: 2018-01 **FEDERAL DISASTER #:** n/a

STATE APPLICANT ID NUMBER: 043-00000 **FEDERAL PA ID #:** n/a

STATER INCIDENT PERIOD: 03/21/18 to 03/23/18

TYPE OF DISASTER: ☒ Governor's Proclamation or ☐ Director's Concurrence
☐ Earthquake or ☒ Flood/Winter Storm or ☐ Fire
☐ Other (Please Specify Type):

TYPE OF CDAA DSR: ☑ Emergency Work or ☐ Permanent Work

CATEGORY : B Emergency Work

SUPPLEMENT TO CDAA DSR #:

SUBGRANTEE NAME: Mariposa County

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):	LATITUDE	LONGITUDE
4639 Ben Hur RD, Mariposa, CA 95338	37.427812, -120.168912	
	COUNTY:	
	MARIPOSA	

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

During the declared disaster event dates of March 21st, 2018 through March 23rd, 2018 an atmospheric river event caused significant flooding, mudslides and infrastructure damage in Mariposa County. Indian Gulch Bridge and its approaches were completely washed away by debris filled high waters, making the road impassable. Indian Gulch Bridge is a one lane 64ft L x 16ft W three span simply supported rolled girder railroad track rail (6) with transverse timber deck plank and timber runners (2 sets of 4) on reinforced concrete (RC) pier walls and RC seat abutments with monolithic wingwalls.
The Eastern Approach washout measures 80ft L x 30ft W x 16ft D. The Western Approach washout measures 70ft L x 30ft W x 16ft D. Both Approaches were made of 3/4in asphalt overlay compacted to 2in final depth on top of 4in of Class II A.B. compacted.
This DSR addresses Line item # 16 (Indian Gulch Bridge).

SCOPE OF WORK TO BE COMPLETED: 0 **% COMPLETED**

Please see Scope Continuation Sheet.

Is this Facility Eligible for Federal Funds?	☐ YES	☒ NO	☐ UNKN	Federal DSR/PW Number:			
Federal Program: ☐ FEMA ☐ NRCS ☐ FHWA ☐ USACE ☐ OTHER				Federal DSR/PW $ Amount:			
Is this an Historical Structure?	☐ YES	☒ NO	☐ UNKN	On National Register? ☐	50+Years Old? ☐		
Significant Effect on Environment?	☐ YES	☒ NO	☐ UNKN	Is Project Cat-X or Stat-X?	☐ YES	☒ NO	☐ UNKN
Is there Insurance for Damages?	☐ YES	☒ NO	☐ UNKN	Insurance Recovery:	Deductible:		
Work done by Force Account Labor?	☐ YES	☒ NO	☐ UNKN	Percentage of Work Completed at Inspection:	0.00%		
Total Eligible Labor, Equipment, Materials, and Contract cost from Cost Worksheet:				TOTAL COST:	$858,050		

OES Applicant Services Rep. Name Jeremy Tatton	OES ASR Signature Jeremy Tatton	Date of Site Inspection: Date of DSR Submission to AC: Recommend Eligible?	6/27/2018 ☒ Yes ☐ No
Name of Local Representative Cheryl Jay	Representative's Signature	Concur with Scope of Work? Contact Phone and Fax Number:	☑ Yes ☐ No (209) 966-5356
Name of Reviewer/Area Coordinator Carney Briggs	Reviewer/AC Signature Carney D. Briggs	Date Reviewed: 12-18-19 Recommended Eligible?	☒ Yes ☐ No
Public Assistance Officer David Gillings	PAO Signature for	☐ See attachment explaining changes or denial	Approved? ☒ Yes ☐ No Amount $: 858,050

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

California Governor's Office of Emergency Services DSR 3903 - 'CDAA DSR'Scope of Work Continuation Sheet					California Disaster Assistance Act
STATE DISASTER NO.	FEDERAL DISASTER NO.	Federal PA ID No.	STATE APPLICANT ID No.		CATEGORY
2018-01	n/a	n/a	043-00000		B
APPLICANT				COUNTY	
Mariposa County				Mariposa	

Work To Be Completed

Please Note:
The Scope of Work and associated estimated cost have been provided by Mariposa County and are the basis for the Damage Survey Report.
Indian Gulch Bridge (Brdg # 40C0059) is eligable for replacement through **Local Highway Bridge Program (HBP)**. This DSR is for the emergency replacement of Indian Gulch Bridge.

The Applicant will conduct the following repairs utilizing **Contracted Labor:**

- Mobilization: 1 LS = $10,000.00
- Traffic Control: 20 Day @ $2,500.00 = $50,000.00
- Excavate and remove soil & debris: 400cy @ $85.00 = $34,000.00
- Place and compact engineered fill: 2,000cy @ $135.00 = $270,000.00
- Erosion control (jute mesh and straw): 20,000sqft @ $3.00 = $60,000.00
- Place rip-rap: 150cy @ $40.00 = $6,000.00
- Aggregate base (class II): 66tn @ $50.00 = $3,300.00
- Finish grading: 1 LS = $10,000.00
- AC type B 3/4 Med-Max: 55tn @ $100.00 = $5,500.00
- Finish roadway: 1 LS = $25,000.00
- Geotechnical testing field/lab: 20 days @ $5,000.00 = $100,000.00
- County field inspections: 20 days @ $500.00 = $10,000.00
- Temporary bridge structure (contractor furnished): 845sqft @ $250.00 = $211,250.00
- Bridge shipping: 1 LS = $10,000.00
- Pier repair: 200cuft @ $265.00 = $53,000.00

Total Cost: $858,050.00

PREPARED BY: Jeremy Tatton	TITLE: Disaster Assistance Program Specialist I

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

California Governor's Office of Emergency Services DSR 3903 - COST WORKSHEET					California Disaster Assistance Act
STATE DISASTER NO.	FEDERAL DISASTER NO.		State Applicant ID #		
2018-01	n/a		n/a	043-00000	B
APPLICANT					COUNTY
Mariposa County					Mariposa

DESCRIPTION	Quantity	Unit of Measur	Unit Price	COST
LABOR - Force account				
Hours Regular Time	L/S	Each		$ -
Hours Overtime	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
ICRP				
				$ -
				$ -
EQUIPMENT - Force Account				
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
	L/S	Each		$ -
MATERIAL				
				$ -
				$ -
				$ -
				$ -
CONTRACT				
Contract estimated cost	LS	Each	$858,050.00	$ 858,050.00
				$ -
				$ -
COST SHARE (with FHWA, NRCS, USACOE, etc.)				
				$ -
				$ -
OTHERS				
				$ -
				$ -
				$ -
				$ -
Other Comments:		**Subtotal**		$ 858,050.00
		Deduction of Insurance Proceeds		
		TOTAL COST		$ **858,050.00**

	OES ASR	Local Representative	OES A/C Reviewer
INITIALS			

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

Revised Engineer's Estimate For Bid Schedule October 2018

PROJECT: INDIAN GULCH BRIDGE REPLACEMENT (40C0059)
PROJECT NUMBER:
PRODUCED BY: EDDIE SCHERF
REVIEWED BY:
DATE: 10/15/2018

ITEM	DESCRIPTION	REF	UNIT	QUANTITY	UNIT PRICE	PRICE
1	MOBILIZATION		LS	1	$ 10,000.00	$ 10,000
2	TRAFFIC CONTROL		DAY	20	$ 2,500.00	$ 50,000
3	EXCAVATE AND REMOVE SOIL & DEBRIS		CY	400	$ 85.00	$ 34,000
4	PLACE AND COMPACT ENGINEERED FILL		CY	2000	$ 135.00	$ 270,000
5	EROSION CONTROL		SF	20000	$ 3.00	$ 60,000
6	PLACE RIP RAP		CY	150	$ 40.00	$ 6,000
7	AGGREGATE BASE (CLASS II)		TON	66	$ 50.00	$ 3,300
8	FINISH GRADING		LS	1	$ 10,000.00	$ 10,000
9	AC TYPE B 3/4 MED-MAX		TON	55	$ 100.00	$ 5,500
10	FINISH ROADWAY		LS	1	$ 25,000.00	$ 25,000
11	GEOTECHNICAL TESTING FIELD/LAB		DAY	20	$ 5,000.00	$ 100,000
12	COUNTY FIELD INSPECTIONS		DAY	20	$ 500.00	$ 10,000
13	TEMPORARY BRIDGE STRUCTURE (contractor furnished)		SF	845	$ 250.00	$ 211,250
14	BRIDGE SHIPPING		LS	1	$ 10,000.00	$ 10,000
15	PIER REPAIR		CFT	200	$ 265.00	$ 53,000
16						
17						
18						
19						
20						
21						
22						

Estimate: $858,050.00

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

COST ESTIMATE GUIDE FOR RURAL PRELIMINARY DESIGN
(These cost figures were last updated on 5-1-2014)

	Cost-per-mile	Assumptions
New 2 Lane (Major)		
Grading & Drainage	$829,000	44 ft. Roadbed
Base & Surface	$1,257,000	Medium Duty Pavement
New 2 Lane (Minor)		
Grading & Drainage	$605,000	32 ft. Roadbed
Base & Surface	$607,000	32 ft. Light Duty Pavement (2 – 4' Shoulders)
Add Lanes for Dual Lanes		
Grading & Drainage	$733,000	38 ft. Roadbed
Base & Surface	$1,095,000	Medium Duty Pavement
	$1,402,000	Heavy Duty Pavement
New 4 Lane		
Grading & Drainage	$1,275,000	2 - 38 ft. Roadbed & Median
Base & Surface	$2,190,000	Medium Duty Pavement
	$2,804,000	Heavy Duty Pavement

Interchanges-Ramps Only, Excludes bridges and crossroad

	Lump sum each
Grading & Drainage	$ 1,339,000
Base & Surface	$829,000

Note: Grading cost includes 30% Rock and assumes Medium Grading.

Grading Adjustment Factors

Flat: 0.7; Rolling: 1.0; Mountainous: 3.0

Use these grading factors, unless justified with district information and proper documentation.

Miscellaneous and Utility Costs may be assumed to total 20 percent of the sum of grading & drainage, and surface & base, unless additional analysis is warranted.

Maintenance Treatment Cost can be found on Page 5

Bridge Structures	Cost per Sq. foot
Prestressed Concrete	$90
Steel Girder	$120
Temporary Bridge (State furnished)	$60
Temporary Bridge (Contractor furnished)	$140
Major Lake Crossing	$200 - $250
Major River Crossing	$250 - $450

- **Percentage Cost Factors:**

Bridge costs per square foot [square meter] should be increased for the following:

Item	% Increase

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

DEPARTMENT OF TRANSPORTATION
Structure Maintenance & Investigations

Bridge Number : 40C0059
Facility Carried: INDIAN GULCH ROAD
Location : 3.0 MI NW OF SR 140
City :
Inspection Date : 09/20/2017

Bridge Inspection Report

Inspection Type
Routine FC Underwater Special Other
X

STRUCTURE NAME: BEAR CREEK

CONSTRUCTION INFORMATION

Year Built : 1938
Year Modified: N/A
Length (m) : 19.6 - 64.3 ft

Skew (degrees) : 0
No. of Joints : 0
No. of Hinges : 0

Structure Description: Three span simply supported rolled girder railroad track rail (6) with transverse timber deck plank and timber runners (two sets of four) on reinforced concrete (RC) pier walls and RC seat abutments with monolithic wingwalls. The foundation is unknown.

Span Configuration : 3 @ 21 ft

SAFE LOAD CAPACITY AND RATINGS

Design Live Load: M-9 OR H-10
Inventory Rating: RF=0.31 =>10.0 metric tons Calculation Method: LOAD FACTOR
Operating Rating: RF=0.52 =>16.8 metric tons Calculation Method: LOAD FACTOR
Permit Rating : XXXXX
Posting Load : Type 3: 11 U.S. Tons Type 3S2: 17 U.S. Tons Type 3-3: 22 U.S. Tons

DESCRIPTION ON STRUCTURE

Deck X-Section: 2 ft br, 12 ft, 2 ft br
Total Width: 4.9 m 16.1 ft Net Width: 3.7 m No. of Lanes: 1 Speed: 25 mph
Min. Vertical Clearance: Unimpaired Overlay Thickness: 0.3 inches

Rail Code: 0000

Rail Type	Location	Length (ft)	Rail Modifications
Timber Rail	Right/Left	208	

DESCRIPTION UNDER STRUCTURE

Channel Description: Small trapezoidal shaped braided creek with channel composed of cobbles and gravel. There is sparse vegetation on the sides. The flow is from NE to SW.

NOTICE

The bridge inspection condition assessment used for this inspection is based on the American Association of State Highway and Transportation Officials (AASHTO) Bridge Element Inspection Manual 2013 as defined in Moving Ahead for Progress in the 21st Century (MAP-21) federal law. The new element inspection methodology may result in changes to related condition and appraisal ratings on the bridge without significant physical changes at the bridge.

The element condition information contained in this report represents the current condition of the bridge based on the most recent routine and special inspections. Some of the notes presented below may be from an inspection that occurred prior to the date noted in this report. Refer to the Scope and Access section of this inspection report for a description of which portions of the bridge were inspected on this date.

INSPECTION COMMENTARY

SCOPE AND ACCESS
This inspection was performed by walking on and about the structure. There was standing water in all spans underneath the bridge at 7 feet deep. The submerged elements were not accessible for inspection. The last complete inspection was done on 09/28/2016 when the water was 12 inches deep. The elements above the water line was accessible for

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

BEAR CREEK

3.0 MI NW OF SR 140 | 10/05/2013 [AAAK] | 40C0059

135 - PHOTO-Routine-Underside



Photo No. 1

Underside View (facing Pier 2).

116 - PHOTO-Sub-Scour/Evaluation



Photo No. 2

Overview of exposed footings at each support.

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

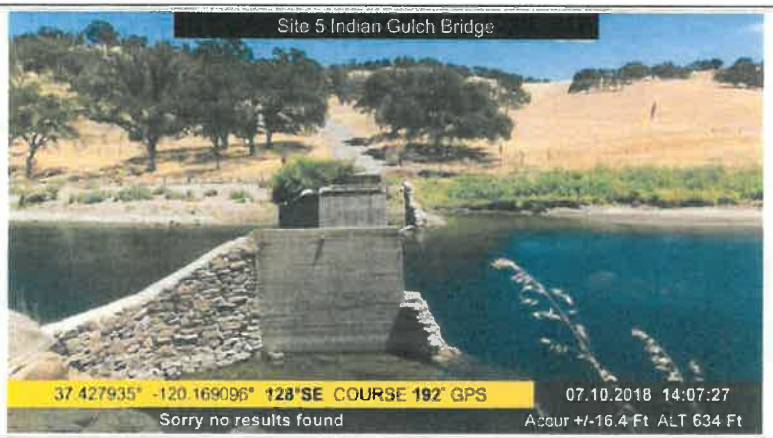

Site # 5
Indian Gulch Bridge
37.427811, -120.168911
Indian Gulch Rd
Google Earth
©2018 Google
N
200 ft



Applicant: County of Mariposa	**Damage Inventory #** 5 **Category** C
Work Order # CDAA-2018-01 **FIPS #** 06-45932	**Date:** 06/26/2018 **GPS** 37.427935, -120.169096
Site Inspector: Andrew Caraballo	**Damage Facility:** Indian Gulch Bridge

Damage Description: **Photo#** 1

Flood waters washed and debris out bridge.



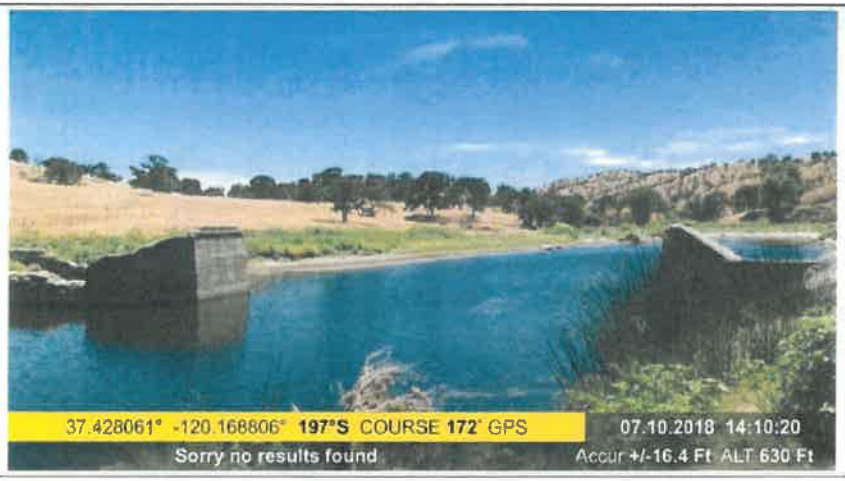
Damage Description **Photo#** 2

Flood waters washed and debris out bridge.



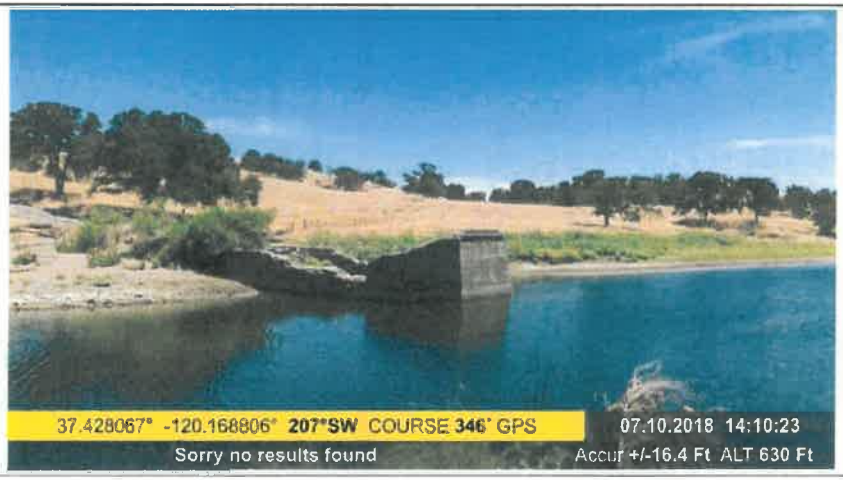
Damage Description: **Photo#** 3

Flood waters washed and debris out bridge.



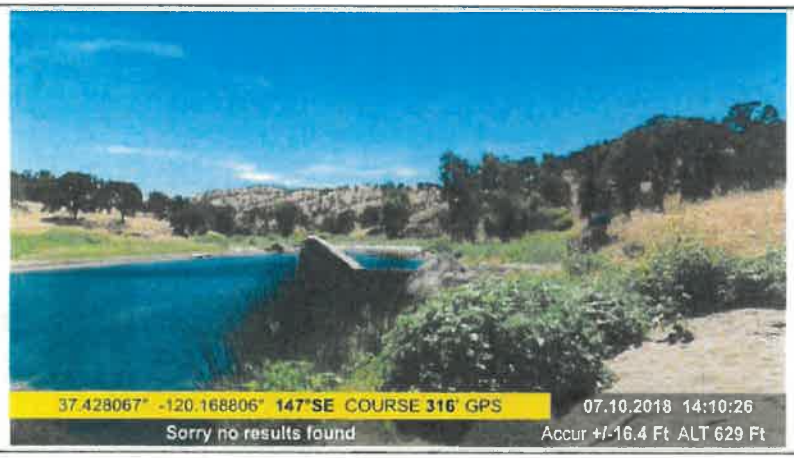
Damage Description **Photo#** 4

Flood waters washed and debris out bridge.

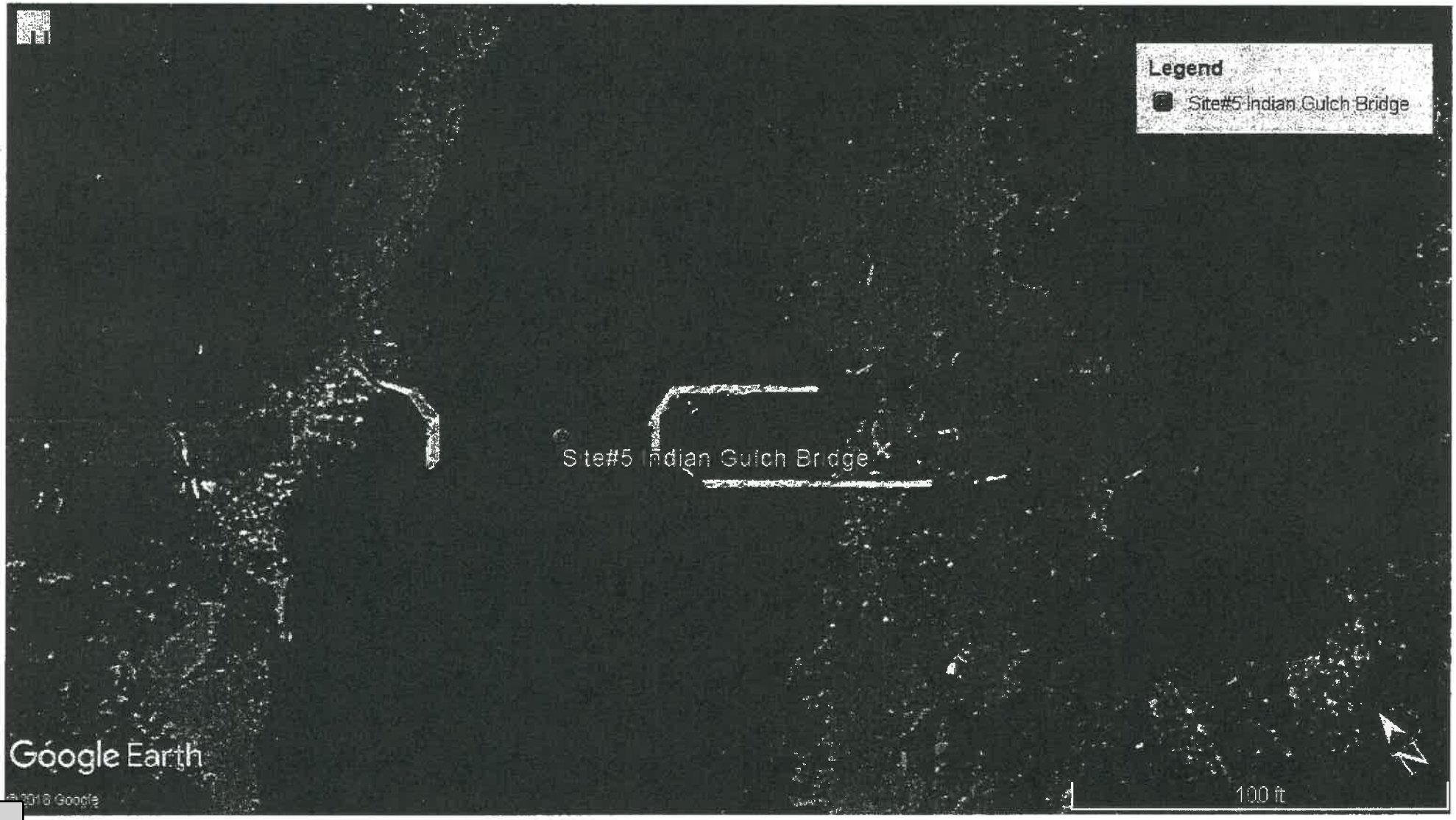


Applicant: County of Mariposa	**Damage Inventory #** 5 **Category** C
Work Order# CDAA-2018-01 **FIPS #** 06-45932	**Date:** 06/26/2018 **GPS** 37.726706, -120.332282
Site Inspector: Andrew Caraballo	**Damage Facility:** Indian Gulch Bridge

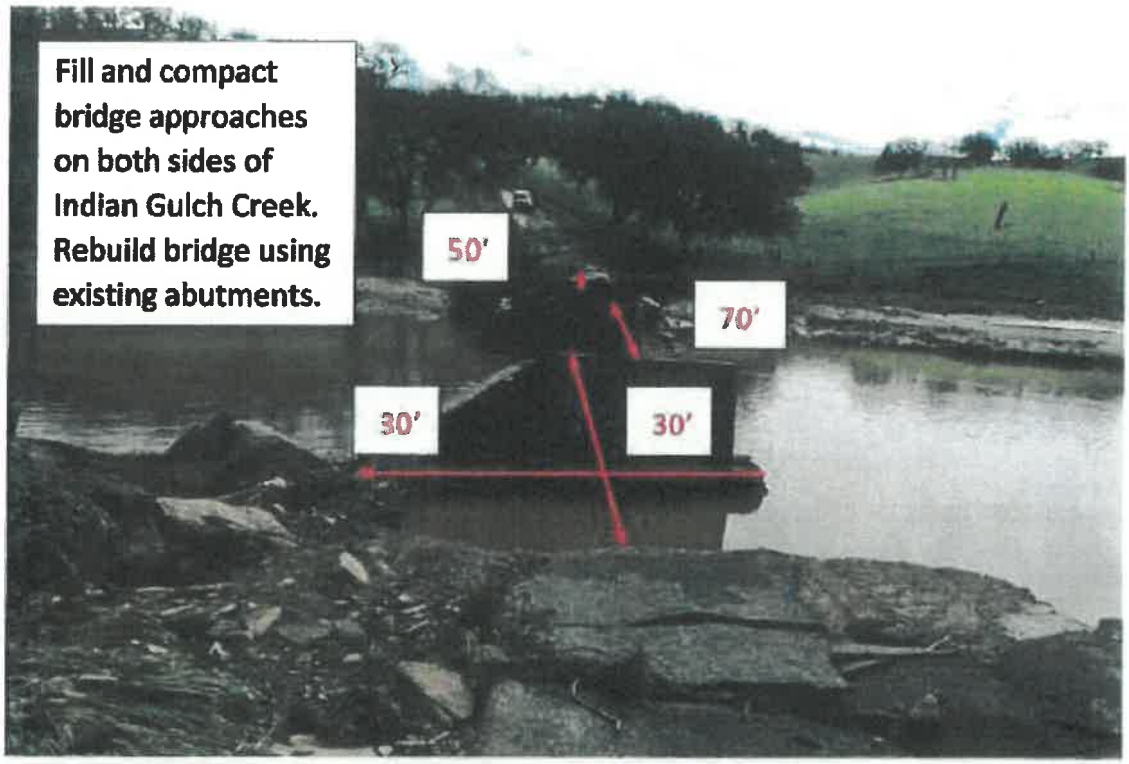
Photo# 5	**Damage Description** **Photo#**
Flood waters washed and debris out bridge.	

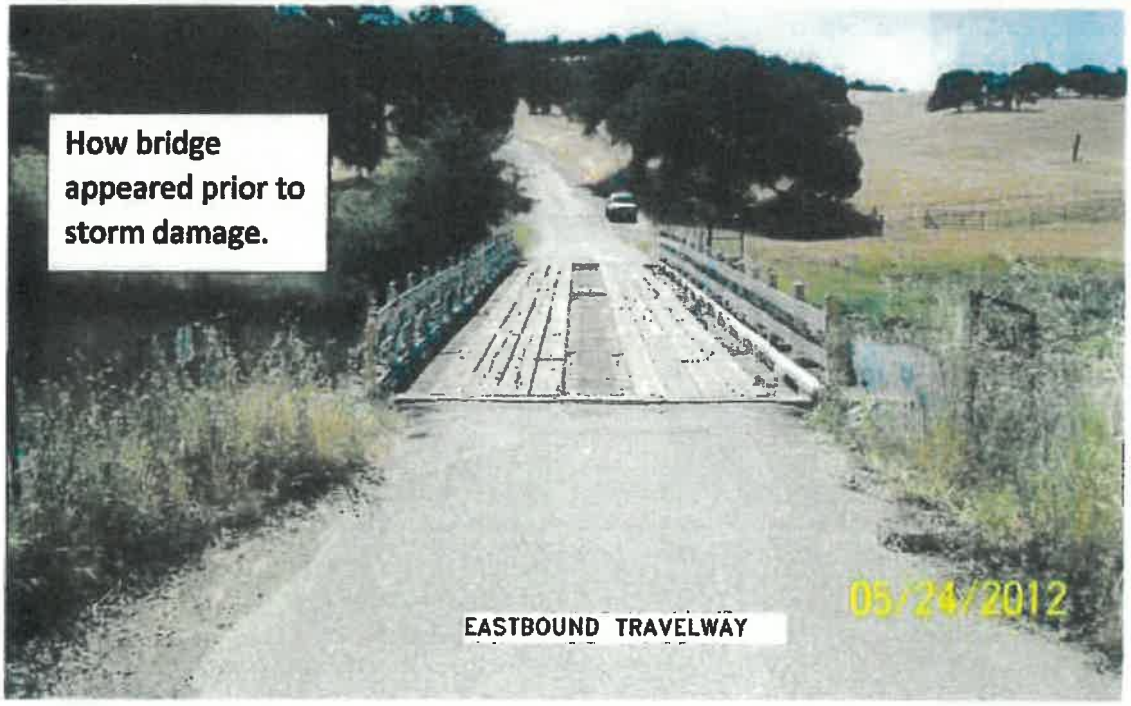


Damage Description: **Photo#**	**Damage Description** **Photo#**

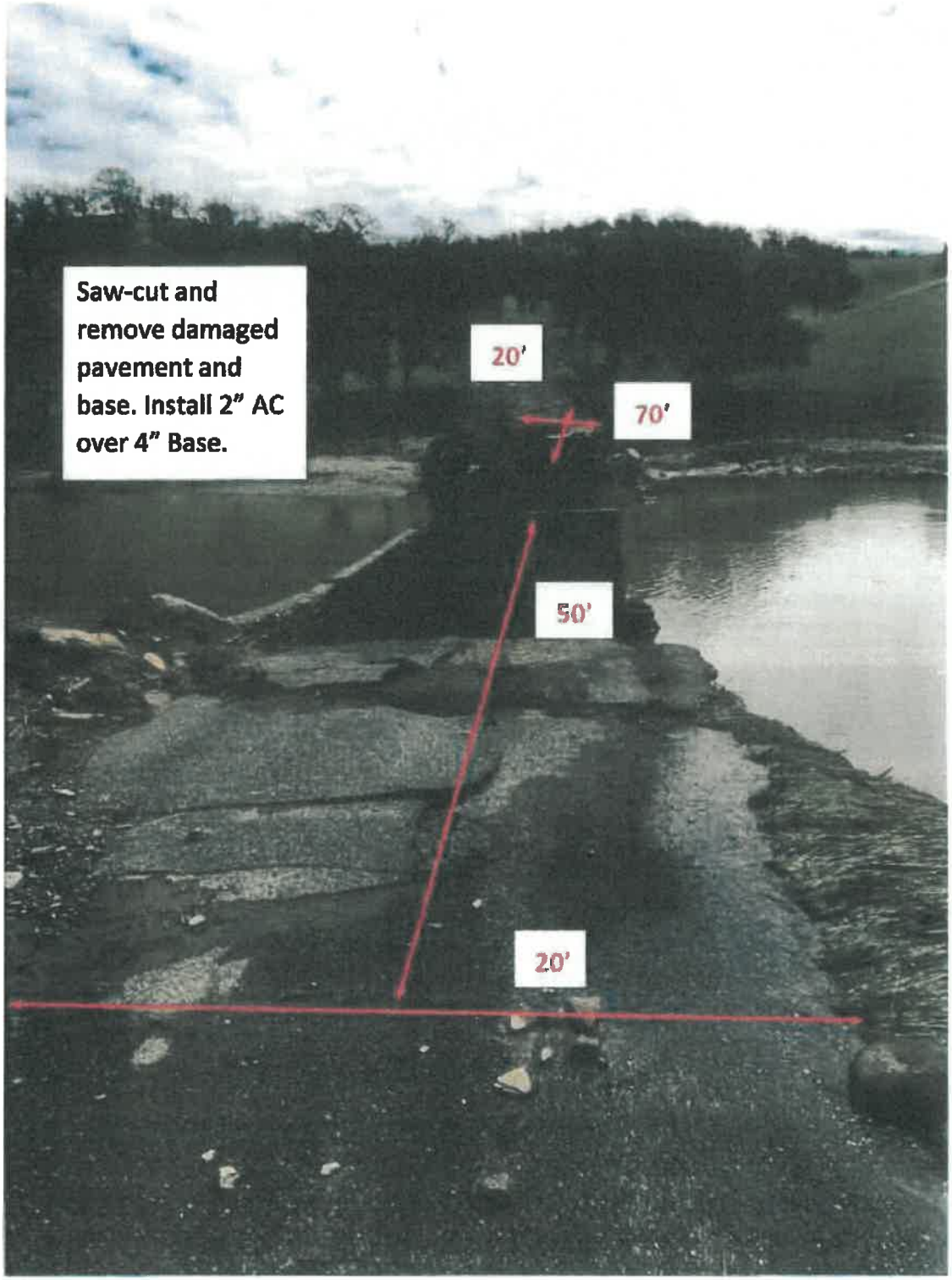

Legend
Site#5 Indian Gulch Bridge
Site#5 Indian Gulch Bridge
Google Earth
100 ft
N

Indian Gulch Bridge





Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)



Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

Page 1 of _____ Pages

STATE OF CALIFORNIA
Governor's Office of Emergency Services

Natural Disaster Assistance Act Damage Survey Report (DSR)

№ 3903

STATE DISASTER NUMBER: _____ **FEDERAL DISASTER #:** _____

STATE APPLICANT ID NUMBER: _____ **FEDERAL PA ID #:** _____

STATE INCIDENT PERIOD: (From) _____ (To) _____

TYPE OF DISASTER: [ ] Governor's Proclamation or [ ] Director's Concurrence
[ ] Earthquake *or* [ ] Flood/Winter Storm *or* [ ] Fire *or*
[ ] Other (Please Specify Type): _____

TYPE OF NDAA DSR: [ ] Emergency Work *or* [ ] Permanent Work

SUPPLEMENT TO NDAA DSR # : _____

SUBGRANTEE NAME:

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site): GPS Coordinates: _____

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

SCOPE OF WORK TO BE COMPLETED:

VOID

Is this Facility Eligible for Federal Funds?	Yes [ ] No [ ] Unkn [ ]	**Federal DSR Number:**	
Federal Program:	FEMA [ ] NRCS [ ] FHWA [ ] USACOE [ ] OTHER [ ]	**Federal DSR Amount:**	$
Is this an Historic Structure?	Yes [ ] No [ ] Unkn [ ]	**On National Register?** [ ] **50+ Years Old?** [ ]	
Significant Effect on Environment?	Yes [ ] No [ ] Unkn [ ]	**Is Project Cat-X or Stat-X?**	Yes [ ] No [ ] Unkn [ ]
Is there Insurance for Damages?	Yes [ ] No [ ] Unkn [ ]	**Insurance Recovery:** $	**Ins. Deductable** $
Work done by Force Account Labor?	Yes [ ] No [ ] Unkn [ ]	**Percentage of Work Completed at Inspection:**	%
Total Eligible Labor, Equipment, Materials and Contract costs from attached Cost Worksheet:		**TOTAL COSTS $:**	

OES Applicant Services Rep. Name	**OES ASR Signature**	**Date of Site Inspection:**	
		Date of DSR Submission to AC:	
		Recommend Eligible?	Yes [ ] No [ ]
Name of Local Representative	**Representative's Signature**	**Concur with Scope of Work?**	Yes [ ] No [ ]
		Contact Telephone Number or Fax Number: ( )	
Name of Reviewer/Area Coordinator	**Reviewer/AC Signature**	**Date Reviewed:**	
		Recommend Eligible?	Yes [ ] No [ ]
Public Assistance Officer D.A. Christian	**PAO Signature**	[ ] **See attachment explaining changes or denial.**	**Approved?** Yes [ ] No [ ] **Amount $:**

NDAA Form 2 (Revised 9/11/98) OES 90

Attachment: Indian Gulch DSR (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

RES. NO. 20-274

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Interim Indian Gulch Bridge
Project # 0301-1806-12

Agreement No. 21-002

DATE: 8/21/2020

1. **IDENTIFICATION OF CONTRACTOR:**

CONTRACTOR: AM Development, Inc. 5000 Windplay Dr. #3-201l Dorado Hills, CA 95762

LICENSE NO: 1058584

2. **SCOPE OF THE WORK**

See Scope of Work attached as Appendix A.

3. **COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $1,253,540, to be paid as **(check one)**: (1) ☐ lump sum; (2) **X** lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $1,253,540. All payments **(check one)**: **X** shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. **SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 60 working days of Commencement Date.

Final Completion Date: Within 30 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and Contractor Cost Proposal

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Supplemental Conditions, if applicable

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA:

By: _____
Kevin Cann, Chair
Board of Supervisors

CONTRACTOR:

Name: Adam Murray

By: _____
(Signature)

ATTEST:

By: Danielle Bondshu, Deputy
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

By: Steven W. Dahlem
Steven W. Dahlem
County Counsel

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

Appendix A to Construction Services Agreement

SCOPE OF WORK

The Contractor shall construct a 181-foot long bridge on concrete block abutments on Indian Gulch Road across Bear Creek. Work includes but is not limited to surveys, traffic control, K=Rail, clearing & Grubbing, excavation, roadway improvements, concrete work and the procurement, construction, and installation of a prefabricated modular steel truss bridge.

(End of Appendix A)

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
BID SCHEDULE (1 OF 2)

INTERIM INDIAN GULCH BRIDGE
Project #0301-1806-12

No.	F	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1		CONSTRUCTION SURVEYS	LS	1	13,500 00	13,500 00
2		CONSTRUCTION AREA SIGNS	LS	1	3500 00	3500 00
3		TEMPORARY RAILING (TYPE K)	LF	260	100 00	26,000 00
4		JOB SITE MANAGEMENT	LS	1	55,000	56,000 00
5		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7800 00	7800 00
6		TEMPORARY CONCRETE WASHOUT	LS	1	4500 00	4500 00
7		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	8800	8000 00
8		TEMPORARY HIGH-VISIBILITY FENCE	LF	560	8 70	4872
9		CLEARING AND GRUBBING (LS)	LS	1	10,507 00	10507 00
10		ROADWAY EXCAVATION	CY	28	575 00	16,100 00
11	F	STRUCTURE EXCAVATION (BRIDGE)	CY	250	100 00	25,000 00
12	F	STRUCTURE BACKFILL (BRIDGE)	CY	210	162 00	34,020 00
13		IMPORTED BORROW	CY	138	112 00	15,456 00
14		FIBER ROLLS	LF	268	16 50	4,422 00
15		HYDROSEED	SQFT	1,100	10 00	11,000 00
16		CLASS 2 AGGREGATE BASE (CY)	CY	19	177 00	3,363 00
17		HOT MIX ASPHALT (TYPE A)	TON	27	300 00	8,100 00
18		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	35	152 00	5,320 00
19	F	ULTRABLOCK GRAVITY RETAINING WALL	SQFT	1,320	60 00	79,200 00
20	F	STRUCTURAL CONCRETE, BRIDGE	CY	80	1,130 00	90,400 00
21		DRILL AND BOND DOWEL	LF	140	76 00	10,640 00
22	F	BAR REINFORCING STEEL (BRIDGE)	LB	8,800	2 00	17,600 00
23	F	FURNISH PREFABRICATED MODULAR STEEL PANEL BRIDGE	LS	1	574,300 00	574,300 00
24	F	ERECT PREFABRICATED MODULAR STEEL PANEL BRIDGE	LS	1	150,000 00	150,000 00
25	F	MISCELLANEOUS METAL (BRIDGE)	LB	200	21 00	4,200 00
26		RELOCATE FENCE	LF	95	100 00	9500 00
27		ROADSIDE SIGN-ONE POST	EA	4	850 00	3400 00
28		SINGLE THRIE BEAM BARRIER	LF	376	40 00	15,040 00
29		MOBILIZATION	LS	1		42000 00

F- Final Pay Item

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MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE (2 OF 2)

INTERIM INDIAN GULCH BRIDGE
Project #0301-1806-12

BID SCHEDULE INTERIM INDIAN GULCH BRIDGE TOTAL, IN FIGURES BID ITEMS 1 to 29:

$ ~~1,250,400~~ 00 $1,253,540

AMOUNT OF BID, WRITTEN OUT: one million two hundred and fifty three thousand dollars DOLLARS

CONSTRUCTION COMPANY NAME: AM DEVELOPMENT INC.

LICENSE CLASS A+B LICENSE NO. 1058584 PWCR (DIR) No. PW-LR-1000581726

SIGNATURE OF BIDDER: [signature] DATE: 6.26.20

NAME OF BIDDER (PRINT): ADAM MURRAY

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Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed),and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed

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by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of Owner, Contractor shall indemnify, defend, and hold Owner harmless for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Owner.

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period

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in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor,

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Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

2.13 Public Records Act. Contractor is aware that this Agreement and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

2.14 Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:

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(1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

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(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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(End of Appendix B)

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Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$1,000,000]** general aggregate and **[$2,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.

5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

6. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

6.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

6.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

9. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

10. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

12. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(End of Appendix C)

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-798-3334 Edgewood Partners Insurance Center (EPIC) [Concord Programs Group - Branch 15558] P.O. Box 5668 Concord, CA 94524	CONTACT NAME: Shakenah Whiteside PHONE (A/C, No, Ext): 925-822-9044 FAX (A/C, No): 925-609-5318 E-MAIL ADDRESS: swhiteside@epicbrokers.com
INSURED AM Development, Inc. 5000 Windplay Drive Ste 3-201 El Dorado Hills, CA 95762	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: UNITED SPECIALTY INS CO — 12537 INSURER B: UNITED FINANCIAL CAS CO — 11770 INSURER C: STATE COMPENSATION INS FUND — 35076 INSURER D: GREAT AMER INS CO — 16691 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 60074439 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			DBRTM000656-00	06/01/20	06/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 5,000 $ 50,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X COMP $1,000 X COLL $1,000			02089669-0	04/30/20	10/30/20	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			926093619	09/18/19	09/18/20	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			E59622700-01	06/01/20	06/01/21	Spec Form Deductible	300,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #0301-1806-12 - Agreement #21-002
Certificate Holder is Additional Insured as per written contract with respect to General Liability, Coverage is Primary, Waiver of Subrogation applies to General Liability per the attached endorsements.

CERTIFICATE HOLDER

County of Mariposa

4639 Ben Hurr Road

Mariposa, CA 95338 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

TMGL 172 10/11

Policy Number: DBRTM000656-00
Effective Date: 6/1/2020 14:41:00

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (PRIMARY & NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury", "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project(other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or

   c. "Property Damage" which manifests after expiration of the Policy.

If required by written contract or agreement, such insurance a is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

TMGL 175 01 20

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS (PRIMARY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART:

Name of Additional Insured Person(s) Or Organization.	Location and Description of Completed Operations:
We shall name person(s) or organization(s) as additional insured(s) to this insurance as required under a legally enforceable, fully executed written contract with the Named Insured, entered into before the claim or loss for which this policy applies.	Any operations performed under a written contract or agreement as described in the schedule of Name of Additional Insured Person(s) or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and including in the "products-completed operations hazard."

No coverage, indemnity and/or defense obligations shall be provided under this endorsement to any person(s) or organization(s) claiming to be additional insured(s) for claims or losses which do not arise from the Named Insured's work or operations under a written contract and completed during the policy period. The Named Insured's mere presence at a work site shall not be deemed sufficient cause to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional insured under this endorsement.

There shall be no coverage, indemnity, and/or duty to defend any person(s) or organization(s) claiming to be an additional insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.

We have a right of reimbursement for attorney's fees and litigation expenses that can be allocated solely to claims not potentially covered.

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

POLICY NUMBER: DBRTM000656-00

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All Projects of the Insured where required by written contract.
The General Aggregate Limited is $2,000,000 per project with an absolute General Aggregate Limit of $5,000,000 all projects for this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A,** and for all medical expenses caused by accidents under Section I – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A,** and for all medical expenses caused by accidents under Section I – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

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POLICY NUMBER: DBRTM000656-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Persons or organizations as required under a legally enforceable, fully executed written contract with the named insured, entered into before the claim or loss for which this policy applies.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

© Insurance Services Office, Inc., 2018

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

BOND NUMBER: 602-129765-7
Premium: $25,071.00

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that
AM Development Inc.
5000 Windplay Dr. #3-201 El Dorado Hills, CA 95762
(Here insert full name and address or legal title of contractor)
as Principal, hereinafter called Contractor, and,
United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07962
(Here insert full name and address or legal title of Surety)
as Surety, hereinafter called Surety, are held and firmly bound unto
County of Mariposa, Public Works
4639 Ben Hur Road Mariposa CA 95338
(Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called Owner, in the amount of
One Million Two Hundred Fifty Three Thousand Five Hundred Forty and 00/100
($1,253,540.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
AM Development Inc.
5000 Windplay Dr. #3-201 El Dorado Hills, CA 95762
Contractor has by written agreement dated 07/21/2020 entered into a contract with Owner for
(Here insert full name, address and description of project)
The Interim Replacement of Indian Gulch Bridge Project
Project No. 0301-1806-12
in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its term and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total mount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of August 2020

AM Development Inc.
(Principal) President (Seal)

(Witness)

(Title)

United States Fire Insurance Company
(Surety) (Seal)

(Witness)

(Title) John Page, Attorney-In-Fact

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 8/21/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared John Page,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHERINE DUPONT
COMM. #2206140
Notary Public · California
Sacramento County
My Comm. Expires July 20, 2021

Signature _____ (Seal)

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

03694429820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ryan Tash, John Page, Susan Fournier

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of August 20 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT.

BOND NUMBER: 602-129765-7
Premium: Included with Performance Bond.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that
AM Development Inc.
5000 Windplay Dr. #3-201 El Dorado Hills, CA 95762
(Here insert full name and address or legal title of contractor)
as Principal, hereinafter called Contractor, and,
United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07962
(Here insert full name and address or legal title of Surety)
as Surety, hereinafter called Surety, are held and firmly bound unto
County of Mariposa, Public Works
4639 Ben Hur Road Mariposa CA 95338
(Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called Owner, in the amount of
One Million Two Hundred Fifty Three Thousand Five Hundred Forty and 00/100
($1,253,540.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
AM Development Inc.
5000 Windplay Dr. #3-201 El Dorado Hills, CA 95762
Contractor has by written agreement dated 07/21/2020 , entered into a contract with Owner for
(Here insert full name, address and description of project)
The Interim Replacement of Indian Gulch Bridge Project
Project No. 0301-1806-12
in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, o for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of August 2020

(Witness)

AM Development Inc.
(Principal) (Seal)

(Title) President

(Witness)

United States Fire Insurance Company
(Surety) (Seal)

(Title) John Page, Attorney-In-Fact

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 8/21/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared John Page,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHERINE DUPONT
COMM. #2206140
Notary Public - California
Sacramento County
My Comm. Expires July 20, 2021

NRO1 NRO1

Signature _____ (Seal)

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

03694429820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ryan Tash, John Page, Susan Fournier

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of August 20 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Attachment: AM Development, Inc 21-002 Indian Gulch Bridge (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

STATE OF CALIFORNIA – County of Mariposa

CONTRACT CHANGE ORDER

Change Requested by: Engineer [X] Contractor [ ]

Contractor [

CCO No.	Reso. No.	Contract No.	Project	Federal/State Number(s)
1	20-274	21-002	Interim Indian Gulch Bridge Project # 0301-1806-12	State Disaster 2018-01 DSR 3903

To AM Development, Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Director of Public Works & Transportation.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Increases in Bid Items at Bid Item Prices:	**Change in Cost**
Bedrock encountered underneath the northwest abutment. Additional concrete is necessary to create a leveling pad. Item 20: Additional 65 CY Structural Concrete, Bridge @ $1,130/cy	$73,450.00
Payment adjustment due to ACROW bridge design. For this work, the Contractor shall credit the County the difference in material costs. Original Quote ($391,372) minus Final P.O. ($366,473)	($24,899.00)
Total	**$48,551.00**

Estimated Cost: [ ] Decrease [X] Increase

Original Contract Amount $1,253,540 Total CCOs Amount: $48,551 Percentage: 3.87% Adjusted Contract Amount: $1,302,051

By reason of this order the time of completion will be adjusted as follows:

Additional 30 working days will be added to the contract performance period

Submitted by Associate Engineer		
Signature Matt Hespenheide	Matt Hespenheide, PE	**Date** 12/8/20
Approved by County Engineer		
Signature Gary Brown	Gary Brown, PE	**Date** 12/8/2020
Approved by Director of Public Works & Transportation		
Signature Mike Healy	Mike Healy	**Date** 12/9/2020
Approved As to Form by County Counsel		
Signature		**Date**

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by	**Contractor: AM Development (#1058584)**	
Signature	**(Print name & title)** Adam Murray / President	**Date** 12/2/2020

Attachment: AM Development CO1 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

AM DEVELOPMENT INC.

5000 WINDPLAY DR STE 3-201
EL DORADO HILLS CA 95762

Change Order Request

Date	CCO No.
12/7/2020	1

Bill To
Mariposa County, Dept. of Public Works 4639 Ben Hur Road Mariposa, CA 95338

Billing #	Owner Project #	Project
	1301-1806-12	#060220/Indian Gulch Bridge

Quantity	Description	U/M	Rate	Amount
1	060220-20/Structural Concrete, Bridge	CY	73,450.00	73,450.00
1	060220-20/Payment Adjustment - Bridge Materials	CY	-24,899.00	-24,899.00
			Total	$48,551.00

Attachment: AM Development CO1 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

CENTRAL VALLEY CONCRETE

MAILING ADDRESS:
3823 N. HWY 59
MERCED, CA 95348
(209) 723-8846
(209) 384-2395 (FAX)

MERCED | MAIN PLANT 3823 N. HWY 59 | SOUTH PLANT 1512 BRANTLEY | NORTH PLANT 3371 N. HWY 59
DENAIR PLANT 4200 LESTER RD. | CHOWCHILLA PLANT 745 S. 5TH STREET | TURLOCK PLANT 1800 PAULSON RD.
NEWMAN PLANT 3407 W. STUHR ROAD

PLANT 4914 MERCED

TIME	DATE	ACCOUNT	TRUCK	DRIVER	TICKET
30 12:11PM	10/16/20	AM171	256	BUTCH	283619

CUSTOMER NAME
AM DEVELOPMENT INC
5000 WINDPLAY DR
EL DORADO HILLS CA 95762
INDIAN GULCH CREEK

DELIVERY ADDRESS
INDIAN GULCH CREEK-CATHYS VALL
LT YOSEMITE RT ARBOLEDA LT 140
LT INDIAN GULCH CREEK RD

PURCHASE ORDER	SALES ORDER	TAX	CREDIT				SLUMP
988806		MER			6		4.00

LOAD QTY.	PRODUCT	DESCRIPTION	ORDERED	DELIVERED	UNIT PRICE	AMOUNT
10.00 YD	30268S	C60 .50W/C 4000PSI (SLAG)	60.00	60.00		
1.00 EA	30555	ENVIRONMENTAL FEE	6.00	6.00		

USE CHLORIDE & NON CHLORIDE ACCELERATORS
CLEAR CURE HELPS TO PROPERLY CURE FRESH CONCRETE.

ORDERED	SCHEDULED TIME	WATER ADDED ON JOB	gal
	10:30AM		

LEAVE PLANT	ARRIVE JOB SITE	START DISCHARGE	FINISH DISCHARGE	ARRIVE PLANT
12:47	1:04			

SUB TOTAL
DISCOUNT
TAX
TOTAL
PREVIOUS TOTAL
( ) MIN STANDING TIME IN EXCESS OF ( ) MIN = MIN
GRAND TOTAL

CENTRAL VALLEY CONCRETE, INC
WEIGHMASTER COREY NULL

SLUMP TEST ☐YES ☐NO
TEST CYLINDER ☐YES ☐NO
MIN LOAD CHG ☐YES ☐NO
DEPUTY

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

SIGN HERE X

CAUTION: **Freshly mixed concrete may cause skin irritation or chemical burns.** Avoid direct contact where possible and wash exposed skin areas promptly with water.

NOTICE: UNLOADING TIME ALLOWED - 5 MINUTES PER YARD.
- We do not guarantee finished results obtained from this load of concrete as many important factors affecting the ultimate quality of the completed job are out of our control.
- Not responsible for peeling or scaling on any exposed concrete.
- If requested to leave road, we assume no responsibility for damage incurred by our truck. BY
- This company will only recognize tests done in accordance with ASTM standards.

TERMS: Credit is extended with the understanding that all accounts will be paid by the 10th of the month following delivery. A finance charge of 1½% per month or 18% per annum, will be charged on outstanding balances. Buyer will pay reasonable costs of collection and attorney's fees.

ALL MIXES QUOTED ARE NOT WARRANTED to be acceptable for any particular use, purpose or application, or are they warranted to be acceptable for use in any particular environment or in conjunction with any particular conditions. Buyer's selection of the quoted mix, unless otherwise acknowledged in writing by Central Valley Concrete, will be deemed to be without the advice, consultation, recommendation or suggestion of Central Valley Concrete and Buyer assumes all risk related to the selection of the quoted product for any particular application.

CUSTOMER

TRUCK	USER LOGIN	DRIVER	TICKET NUM	TICKET ID	TIME	DATE
256	USER	BUTCH	283619	111439	12:11	10/16/2020
					SEQ	LOAD ID
					0	114307

LOAD SIZE	MIX CODE							
10.00 YD	30268S							
MATERIAL	DESIGN QTY	REQUIRED	BATCHED	VAR	% VAR	MOISTURE	ACTUAL WAT	
CEMENT	357 LB	3570 LB	3675 LB	5	0.1%			
SLAG	197 LB	1970 LB	1955 LB	-15	-.7%			
CON SAND 1	762 LB	7620 LB	7420 LB	-30	-.4%	6.120% A	51.34 GL	
CON SAND 2	702 LB	7505 LB	7400 LB	-35	-.5%	6.900% A	57.92 GL	
LA4 ROCK 4	1809 LB	18090 LB	18000 LB	-90	-.5%	0.560% M	10.73 GL	
COLD WATER	55.0 GL	189.6 GL	189.0 GL	-0.6	-.3%		189.00 GL	
POZZ 322N	11 OZ	110 OZ	111 OZ	1	0.9%			

NON-STNULATED NUM BATCHES: 1
LOAD TOTAL: 40114 LB DESIGN W/C: 0.468 WATER/CEMENT: 0.4[illegible] DESIGN WATER: 330.0 GL ACTUAL WATER: 309.0 GL TO ADD: 21.0 GL
SLUMP: 4.00 WATER IN TRUCK: 0.0 GL ADJUST WATER: 0.0 GL /LOAD TRIM WATER: -2.0 GL /YD

Attachment: AM Development CO1 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

CENTRAL VALLEY CONCRETE

MAILING ADDRESS:
3823 N. HWY 59
MERCED, CA 95348
(209) 723-6846
(209) 384-2395 (FAX)

MERCED — MAIN PLANT 3823 N. HWY 59 | SOUTH PLANT 1512 BRANTLEY | NORTH PLANT 3371 N. HWY 59
DENAIR PLANT 4200 LESTER RD. | CHOWCHILLA PLANT 745 S. 6TH STREET | TURLOCK PLANT 1800 PAULSON RD.
NEWMAN PLANT 407 W. STUART ROAD

PLANT 512

MERCED

PLANT	TIME	DATE	ACCOUNT		TRUCK	DRIVER	TICKET
30	07:07AM	10/22/20	AM1718		263	BUTCH	28383

CUSTOMER NAME
AM DEVELOPMENT INC
5000 WINDPLAY DR
EL DORADO HILLS CA 95762
INDIAN GULCH CREEK

DELIVERY ADDRESS
INDIAN GULCH CREEK-CATHYS VALL
LT YOSEMITE RT ARBOLEDA LT 140
LT INDIAN GULCH CREEK RD

PURCHASE ORDER	SALES ORDER	TAX	CREDIT			SLUMP
988806		MAR			1	4.00

LOAD QTY.	PRODUCT	DESCRIPTION	ORDERED	DELIVERED	UNIT PRICE	AMOUNT
5.00	YD 30268S	C60 .50W/C 4000PSI (SLAG)	5.00	5.00		
1.00	EA 30555	ENVIRONMENTAL FEE	1.00	1.00		
1.00	EA 30412	SHORT LOAD	1.00	1.00		

USE CHLORIDE & NON CHLORIDE ACCELERATORS
CLEAR CURE HELPS TO PROPERLY CURE FRESH CONCRETE.

ORDERED BY	SCHEDULED TIME	WATER ADDED ON JOB
	08:30AM	gal

LEAVE PLANT	ARRIVE JOB SITE	START DISCHARGE	FINISH DISCHARGE	ARRIVE PLANT
7:11	8:00	8:14	9:13	:

SUB TOTAL
DISCOUNT
TAX
TOTAL
PREVIOUS TOTAL
GRAND TOTAL

CENTRAL VALLEY CONCRETE, INC
WEIGHMASTER

SLUMP TEST ☐YES ☐NO
TEST CYLINDER ☐YES ☐NO
MIN LOAD CHG. ☐YES ☐NO

( ) MIN STANDING TIME IN EXCESS OF ( ) MIN = MIN

BY DEPUTY

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

SIGN HERE X

CAUTION: **Freshly mixed concrete may cause skin irritation or chemical burns.** Avoid direct contact where possible and wash exposed skin areas promptly with water.

NOTICE: UNLOADING TIME ALLOWED - 5 MINUTES PER YARD.

- We do not guarantee finished results obtained from this load of concrete as many important factors affecting the ultimate quality of the completed job are out of our control.
- Not responsible for peeling or scaling on any exposed concrete.
- If requested to leave road, we assume no responsibility for damage incurred by our truck. BY
- This company will only recognize tests done in accordance with ASTM standards.

TERMS: Credit is extended with the understanding that all accounts will be paid by the 10th of the month following delivery. A finance charge of 1½% per month or 18% per annum, will be charged on outstanding balances. Buyer will pay reasonable costs of collection and attorney's fees.

HE MIXES QUOTED ARE NOT WARRANTED to be acceptable for any particular use, purpose or application, r are they warranted to be acceptable for use in any particular environment or in conjunction with any particular l conditions. Buyer's selection of the quoted mix, unless otherwise acknowledged in writing by Central Valley ncrete, will be deemed to be without the advice, consultation, recommendation or suggestion of Central Valley ncrete and Buyer assumes all risk related to the selection of the quoted product for any particular application.

CUSTOMER

TRUCK	USER LOGIN	DRIVER	TICKET NUM	TICKET ID	IT	DATE
263	USER	BUTCH	283830	111650	07	10/22/2020

LOAD SIZE	MIX CODE					LOAD ID
5.00	30268S					111521

MATERIAL	DESIGN QTY	REQUIRED	BATCHED		VAR	% VAR	MOISTURE	ACTUAL WAT
CEMENT	307 LB	1535 LB	1575 LB	>	40	2.18%		
SLAG	197 LB	985 LB	985 LB	*	0	0.00%		
CON SAND 1	702 LB	3541 LB	3540 LB		-1	-.05%	3.70	3.70 GL
CON SAND 2	702 LB	3720 LB	3720 LB		0	0.00%	25.21	25.21 GL
3/4 ROCK 1	1800 LB	9045 LB	9180 LB	>	135	1.49%	5.47	5.47 GL
WELL WATER	93.0 GL	120.7 GL	120.0 GL		-0.7	-.58%		120.00 GL
POLY SACK	1.0 OZ	55 OZ	55 OZ		0	0.00%		

LOW SLUMP BATCHES: 1

LOAD TOTAL: 10365 LB DESIGN W/C: 0.488 WATER/CEMENT: 0.4811 DESIGN WATER: 165.0 GL ACTUAL WATER: 154.4 GL TO ADD: 10.6 GL
SLUMP: 4.00 " WATER IN AGGR: 0.0 GL ADJUST WATER: 0.0 GL/LOAD TRIM WATER: 2.0 GL/YD

Attachment: AM Development CO1 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

ORIGINAL QUOTE

ACROW

QUOTE TRANSMITTAL

To:	Mike Murray	Date:	7/1/2020
Fax/Email:	mike@amdevelopmentservices.com	Pages:	3, plus drawings
Company:	**AM Development**	From:	Jack Arizcuren
Re:	Indian Gulch Rd. – Mariposa County	Email:	jariz@acrow.com

QUOTATION # 19-2502-0208 rev.1

To the Sale of the components to construct one 180-foot long 700XS® Acrow® Panel Bridge to be supplied in one clear span. The roadway width, curb-to-curb, is 12 feet. The design load is AASHTO HL-93, plus the additional load from epoxy aggregate non-skid surface. The bridge comes complete with side trusses, floorbeams located at ten-foot centers, orthotropic steel plate with epoxy aggregate non-skid surface, and bearings. Includes up to 15 days of on-site technical assistance. FOB Shipping point, freight included to Catheys Valley, CA.

FOR THE SUM OF..... $ 391,372

FREIGHT ..... $ 40,500

Excluded by Acrow // Supplied or Performed by Others:
- Assembly & Erection
- Abutment Engineering & Material (including end of bridge bolsters)
- Thrie Beam Bridge Rail
- Bridge rail transitions design & supply
- Anchor bolts and retention angles (and seismic restraints if required)
- Lighting or signage if required
- Bridge assembly tools

Made in the USA

Bridge weighs approximately 115 tons complete Acrow steel.
Bridge weighs approximately 73.5 tons with no bridge decks

ITEM TWO: RENTAL ROLLERS & LAUNCHING EQUIPMENT

Initial 1 Months'..... $ 6,000

Each month thereafter..... $ 10,000

Attachment: AM Development CO1 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

REVISED QUOTE

AM DEVELOPMENT INC.

5000 WINDPLAY DR STE 3-201
EL DORADO HILLS CA 95762

Purchase Order

Date	P.O. No.
10/13/2020	1001-3

Vendor	Ship To
Acrow Bridge 181 New Road - Suite 202 Parsippany, NJ 07054	Indian Gulch Rd. jobsite between Hwy 140 and Hornitos. Catheys Valley, CA

Due Date	FOB
11/12/2020	Shipping Pnt.

Description	Qty	U/M	Rate	Customer	Amount
Components to construct one 160-foot long 700XS® Acrow® Panel Bridge to be supplied in one clear span. The roadway width, curb-to-curb, is 12 feet. The design load is AASHTO HL-93, plus the additional load from epoxy aggregate non-skid surface. The bridge comes complete with side trusses, floorbeams located at ten-foot centers, orthotropic steel plate with epoxy aggregate non-skid surface, and bearings. Includes up to 10 days of on-site technical assistance.	1	ea	362,173.00	Mariposa Count...	362,173.00
Freight to Catheys Valley, CA.	1	ea	40,500.00		40,500.00
Heavy Male Taper Chord, Part #AB662	2	ea	1,075.00		2,150.00
Heavy Female Taper Chord, Part #AB663	2	ea	1,075.00		2,150.00
Deposit of $5000 applies to purchase price of $362,173					
Additional needs will be made under separate purchase order.					
Order is subject to CA sales tax - local rate, 7.5%					
			Total		$406,973.00

Attachment: AM Development CO1 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

STATE OF CALIFORNIA – County of Mariposa

CONTRACT CHANGE ORDER

Sheet 1 of 1

Change Requested by: Engineer [X] Contractor[ ]Contractor[ ]

CCO No.	Reso. No.	Contract No.	Project	Federal/State Number(s)
2	20-274	21-002	Interim Indian Gulch Bridge Project # 0301-1806-12	State Disaster 2018-01 DSR 3903

To AM Development, Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Director of Public Works & Transportation.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Extra Work at Agreed Unit Price:	**Change in Cost**
Embankment Fill, 400 CY @ $162/CY	$64,800
¼ Ton Rock Riprap, 300 CY @ $350/CY	$105,000
Extra Work at Agreed Lump Sum:	
Gates & Fence	$17,250
Reconstruct Survey Monuments	$5,000
Delete Transition Barriers	($6,400)
Increase/Decrease in Bid Item Quantities:	
Item 21, Drill and Bond Dowel, Increase 108 LF @ $76/LF	$8,208
Item 17, Hot Mix Asphalt, Increase 23 Ton @ $300/Ton	$6,900
Item 26, Relocate Fence. Decrease 95 LF @ $100/LF	($9,500)
Total	**$191,258.00**

Estimated Cost: [ ] Decrease [X] Increase

Original Contract Amount $1,253,540 Total CCOs Amount: $239,809 Percentage: 19.1% Adjusted Contract Amount: $1,493,349

By reason of this order the time of completion will be adjusted as follows:

Additional 15 working days will be added to the contract performance period

Submitted by Associate Engineer		
Signature	Matt Hespenheide, PE	**Date**
Approved by County Engineer		
Signature	Gary Brown, PE	**Date**
Approved by Director of Public Works & Transportation		
Signature	Mike Healy	**Date**
Approved As to Form by County Counsel		
Signature		**Date**

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by	**Contractor: AM Development (#1058584)**	
Signature	**(Print name & title)**	**Date**
	Adam Murray, President	3/1/2021

Attachment: AM Development CO 2 Indian Gulch Brdg (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

AM DEVELOPMENT INC.

5000 WINDPLAY DR STE 3-201
EL DORADO HILLS CA 95762

Change Order Request

Date	CCO No.
2/26/2021	2

Bill To
Mariposa County, Dept. of Public Works 4639 Ben Hur Road Mariposa, CA 95338

Billing #	Owner Project #	Project
	1301-1806-12	#060220/Indian Gulch Bridge

Quantity	Description	U/M	Rate	Amount
400	Embankment Fill	CY	162.00	64,800.00
300	¼ Ton Riprap	CY	350.00	105,000.00
1	Gates & Fence	LS	17,250.00	17,250.00
1	Reconstruct Survey Monuments	LS	5,000.00	5,000.00
-1	Delete Transition Barriers	LS	6,400.00	-6,400.00
108	Drill & Bond Dowel	LF	76.00	8,208.00
23	Hot Mix Asphalt	ton	300.00	6,900.00
-95	Relocate Fence	LF	100.00	-9,500.00

Total $191,258.00

Attachment: AM Development CO 2 Indian Gulch Brdg (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM Development)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
300	0301-581	0313	Medical/Dental/Vision			$60,000
300	0301-581	0433	Materials			$36,000
300	0301-581	0450	County Vehicle Expense			$10,000
300	0301-581	0488	Fuel Expense			$46,000
300	0301-581	0787	Transfer Out		$152,000	
525	1326-309	1600	Transfer In		($152,000)	
525	1326-799	0655	Indian Gulch Bridge		$152,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$152,000	$152,000

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:

DEPT HEAD SIGNATURE Mitch Fehr DATE: 3.18.21

APPROVED BY RES NO. CLERK DATE

300 - Roads

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

ID# 11549

Attachment: FY20-21 Budget Action - Roads XFR Out to Fund 525 (RES-2021-171 : Approve Change Order 2 for Indian Gulch Bridge with AM

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-172

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Award Agreement to Sierra Foothill Conservancy for Mariposa Creek Parkway Restoration

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Sierra Foothill Conservancy to complete the Mariposa Creek Parkway Restoration Project in an Amount Not to Exceed $400,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($415,000).

The scope of work includes four key tasks: vegetation management, planning, restoration monitoring, and access enhancements, each of which include various subtasks and activities. Given the scale and complexity of the project, it is necessary for the Planning Department to use grant funds to hire contractors to support implementation of the four key tasks and ensure successful completion of the scope of work.

The Planning Department has chosen to use a sole source procurement process to contract with the Sierra Foothill Conservancy as the prime consultant for completing this project. The rationale for this decision is in the accompanying memorandum. The grantor supports the decision.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In June 2020, the Planning Department submitted a pre-application to this grant program. After the success of that pre-application, the County was invited to submit a formal application, which included a variety of supporting materials such as a formal resolution. This application was successful, and on February 25, 2021 the Wildlife Conservation Board voted to provide the Planning Department with $415,000 to complete this project.

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20

Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will delay implementation of the restoration, and could result in violation of the grant agreement and corresponding return of funds to WCB.

FINANCIAL IMPACT:
There is no impact to the General Fund. This project will be fully covered by grant funding from Wildlife Conservation Board.

ATTACHMENTS:
Memorandum to BOS (PDF)
Agreement - 210329 PSA_SFC and County (PDF)
210406 Budget Action Form (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

.

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

MEMORANDUM

Date: 3/23/2021
To: Mariposa County Board of Supervisors
From: Sarah Williams, Planning Director
Topic: Sole Source Procurement for Mariposa Creek Parkway Riparian Restoration Project

Background

The Mariposa Creek Parkway Master Plan identifies restoration of the Mariposa Creek Corridor—removing invasive species, revegetating with native species, and establishing a balanced riparian landscape—as essential to the success of the Parkway project. Accordingly, on October 6, 2020, the Board of Supervisors adopted RES-2020-600, which authorized submittal of a formal application to the Wildlife Conservation Board's (WCB) Riparian Restoration Grant Program to support cultural burning and landscape restoration work associated with the Mariposa Creek Parkway. That application was successful, and on February 26, 2021, the Planning Department received a Notice to Proceed on conducting the activities funded through the grant.

The scope of work includes four key tasks: vegetation management, planning, restoration monitoring, and access enhancements, each of which include various subtasks and activities. Given the scale and complexity of the project, it is necessary for the Planning Department to use grant funds to hire contractors to implement the four key tasks and ensure successful completion of the scope of work.

The Planning Department has chosen to use a sole source procurement process to contract with the Sierra Foothill Conservancy (SFC) as the prime consultant for completing this project. While the grantor (WCB) is comfortable with this decision, County Counsel has advised the Planning Department to prepare a memorandum outlining its rationale.

Rationale

The rationale for this decision involved several considerations. First, SFC is deeply enmeshed in this project. In addition to serving as a subcontractor to the consultant who developed the Mariposa Creek Parkway Master Plan, SFC has already supported other implementation measures recommended in the plan. Specifically, SFC partnered with Mariposa County to secure funding to acquire the Phase III segment of the project, and to manage and carry out those transactions. Significantly, this segment is where much of the WCB-funded restoration will be occurring. Furthermore, SFC is providing matching funds for the WCB-funded restoration grant, through a grant from the US Fish and Wildlife Service. In addition, SFC is

Attachment: Memorandum to BOS [Revision 1] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for Mariposa Creek Parkway

contributing in-kind services to support the monitoring phase of the project. These contributions were included in the County's grant application. Due to these two factors, any other contractor would no doubt have to coordinate with SFC on the monitoring and implementation aspects of the project scope, which are two of the most critical tasks. This means that SFC is already in a central, leadership role for the project, which justifies the sole source method of procurement.

Additionally, the decision to conduct a sole source procurement process is partially motivated by very tight grantor timeframes. Per the terms of the grant agreement, Mariposa County is contractually obligated to complete a Habitat Restoration and Management Plan by August, 2021 for WCB to review, a mere five months from Notice to Proceed to delivering a plan to the grantor. Preparation of the Habitat Restoration and Management Plan is a lengthy, foundational project task for which the Planning Department would like to have as much time as possible to deliver. Given that the bidding procurement process can take months (to prepare a Request for Proposals, advertise, receive and review proposals, and award a contract), it would be extremely difficult—if not impossible—to devote the necessary amount of time to this task if we pursued a different bidding pathway.

Based on SFC's anticipated contributions to the project, as well as contributions they have made to date, any prime contractor would have to work through SFC to successfully complete this project. This, coupled with the pressing time constraints around completing the Habitat Restoration Management Plan, means that going to bid and awarding a contract to another would be undesirable and impractical. Therefore, we recommend awarding a sole source contract to SFC to complete the Mariposa Creek Parkway restoration project.

Attachment: Memorandum to BOS [Revision 1] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for Mariposa Creek Parkway

AGREEMENT FOR RIPARIAN RESTORATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Foothill Conservancy, California non-profit public benefit corporation ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or November 30, 2024, whichever is earlier.

2. SERVICES

Contractor shall perform riparian restoration 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, including through subcontractors or agents, and shall be solely responsible for determining how to perform such riparian restoration services within the budget provided in Section 3. The Parties acknowledge that the Scope of Work is intended to fulfill the Mariposa Creek Parkway Riparian Restoration Grant Agreement Number WC-2093CA between the County and the Wildlife Conservation Board. The auditors of the State of California will have the right to examine contractor's records relative to the goods, services, equipment, materials, supplies, or other assistance provided to Mariposa County for the project.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $400,000. Contractor shall submit invoices for services performed on a monthly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

Quality Act. Contractor will assist in preparing materials for such permitting and environmental review, and facilitate submittal of permitting and environmental review applications. County will be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

Contractor shall procure and maintain for the duration of the agreement commercially reasonable insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of performance of the work hereunder by the Contractor, its agents, representatives, or

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

employees (including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

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 sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. 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.

8. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

9. 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.

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

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:
Bridget Fithian
Sierra Foothill Conservancy
5067 CA-140
Mariposa, CA 95338
(209) 742-5556

COUNTY:
Mikey Goralnik
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1222

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

19. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the 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

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

The County has secured funds for the Scope of Work from the Wildlife Conservation Board, pursuant to Grant Agreement WC-2093CA for the Mariposa Creek Parkway Riparian Restoration Project.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement WC-2093CA, the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, 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 from 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 performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

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	Bridget Fithian, Executive Director Sierra Foothill Conservancy
ATTEST:	APPROVED AS TO FORM:
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

Exhibit A
SCOPE OF WORK

The goals of this habitat restoration project are to restore approximately eight acres of native riparian habitat along the Mariposa Creek Parkway and connect the community with the restored landscape through natural history interpretive signage (Project). Habitat restoration activities, including removal of dense patches of nonnative invasive plants, will help restore channel morphology by allowing water to flow more freely through the creek corridor, lowering water velocities and minimizing channelization, scour and bank erosion, and will improve aquatic and terrestrial habitat for western pond turtle and other special status species.

The Project site consists of the Mariposa Creek channel and its adjacent floodplain and is primarily defined by two vegetation communities - mixed riparian woodland and riverine aquatic habitat. The mixed riparian woodland consists of native riparian trees including red willow, Fremont's cottonwood, white alder, and valley oak, interspersed with occasional uplands trees such as interior live oak, foothill pine, and California buckeye. Nonnative invasive plants, primarily tree-of-heaven and Himalayan blackberry, also inhabit the site and degrade wildlife habitat and functions of the hydrological cycle. Special status species potentially occurring in the Project area include the western pond turtle, western red bat, and pallid bat.

Habitat restoration will use an integrated environmental restoration strategy, blending traditional ecological knowledge (TEK) with scientific expertise to control tree-of-heaven and Himalayan blackberry and revegetate the creek corridor with native riparian and culturallysignificant native plants.

In collaboration with the project partners, the project will remove nonnative invasive plants using multiple control methods, including prescribed burning, manual and mechanical removal, herbicide application, and others to meet specified goals for the control of invasive plants. After effective invasive plant treatment(s) and monitoring, the project area will be planted with riverine aquatic and riparian woodland habitats selected for their role in supporting wildlife habitat, including pollinators, and their cultural value for the Southern Sierra Miwuk.

This will result in approximately 4.5 acres of restored riverine habitat along 3,000 linear feet of creek, and an additional 3.5 acres of restored riparian woodland habitat, primarily on the north side of Mariposa Creek (Project Area).

Task 1 – Planning and Permitting

Develop a Habitat Restoration and Management Plan (HRMP) for the Project Area. The draft and final HRMP will include, but is not limited to, the following:

- Integrated pest management practices for controlling noxious weeds pre- and post-planting
- Plant palette, design plan, and planting schedule
- Temporary irrigation specifications
- Performance criteria for native plant survivorship and cover
- Performance criteria for invasive plant control
- Maintenance and monitoring during establishment period
- Long-term maintenance and monitoring for restored riparian habitat

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

- Site maintenance with respect to visitor use
- Adaptive management

County will complete community engagement noticing for prescribed burning activities to inform the community of the project, address any concerns, and identify minor modifications to secure community support. Acquire all necessary permits/agreements for the project, including a Lake and Streambed Alteration Agreement.

**Deliverables:*

- *Draft and Final HRMP. Draft due by August 2021. WCB will be allowed 30 days to review.*
- *County will generate summary of community engagement efforts SFC will support*
- *Project permits secured with County as permittee*
- *Any other necessary agreements.*

Task 2 – Monitoring

Collect baseline and post-restoration biological data to monitor success of habitat restoration, and invasive plant control and wildlife usage of the restored habitat. Baseline data will be collected prior to project initiation and during peak floristic stage, bird nesting season, and reptile activity (expected before August 2021). At a minimum, visual estimation surveys will be performed to detect the presence, absence, and relative abundance of special status species occurring within the project area. All species observed will be recorded, including aquatic, terrestrial, and macroinvertebrates. CDFW's "Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities" will be used as a guide.

Post-restoration biological data will be collected every spring through the end of the grant term. Key habitat characteristics will be collected for the channel, riparian, and upland areas. Vegetation monitoring will be described in the HRMP and will generally follow the UC Division of Agriculture and Natural Resource's publication "Developing a Monitoring Program for Riparian Revegetation Projects."

**Deliverables:*

- *Summary of baseline biological data submitted with quarterly progress report.*
- *Summary of post-restoration biological data submitted with quarterly progress reports.*
- *Synthesized monitoring data provided in Final Project report.*

Task 3 – Habitat Restoration

This project is expected to control 95% of Himalayan blackberry and tree of heaven in the project area. Weed control methods will be specified in the HRMP and will include multiple practices such as prescribed burning, chemical application, and hand removal. Prescribed burning may be used prior to installing native plants. Site preparation and burning will be conducted with local TEK practitioners, comprised of a trained fire crew and contracted professionals.

A post-burn assessment and evaluation will be completed shortly after all prescribed burns to assess its effectiveness and determine the scale and location of any follow-up treatments that

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

may be needed to meet performance criteria. Post-burn assessments will include explicit vegetation goals as described in the HRMP. Adaptive management will be used as needed to meet invasive plant performance criteria within the grant's term.

In total, the project will restore eight acres of riparian habitat, including 4.5 acres of riverine habitat and 3.5 acres of riparian woodland. Initial planting is expected to occur in spring of 2022 following weed control and will include the installation of temporary irrigation and temporary fencing to protect plantings. A variety of plant life-forms (trees, shrubs, herbs) will be planted within each riparian habitat to restore habitat structure and complexity.

During the plant establishment period temporary irrigation will be available for at least three years, any dead plants will be replaced, and browsing, human disturbance, and invasive plant species will be controlled with temporary fencing and signage. Temporary irrigation may be extended as needed to support the successful establishment of plantings, and the plant establishment period will be extended if significant plant replacement is required.

Plantings will be protected during all maintenance activities including invasive weed control practices. Damaged or destroyed plants will be replanted in-kind or according to adaptive management findings.

**Deliverables*

- *Pre-and post-burn photo documentation*
- *Post-burn assessment and evaluation reports*
- *95% reduction of living tree-of-heaven plants and 95% reduction of blackberry cover*
- *Eight acres of restored riparian habitats that meet the performance criteria described in the HRMP.*

Task 4 – Interpretive Signage

In partnership with the Southern Sierra Miwuk Nation, design and fabricate interpretive signage and exhibits that emphasize the role of fire in Southern Sierra Miwuk identity and the relationship between cultural practices and riparian restoration activities. This first round of interpretive signage will be installed prior to the first prescribed burn to support the community engagement and noticing.

A second round of signage and exhibits will focus on the historic, cultural, and ecological roles of the native plants that were planted in the habitat restoration area. Installation of these signs and exhibits will be timed to coincide with the native plant species installation.

The final round of interpretive signage will emphasize ecological restoration and cultural practices that catalyze regeneration, regrowth, and landscape restoration as demonstrated by the in-progress restoration in which the interpretive materials will be placed nearby.

**Deliverables:*

- *Proof sheet of each designed interpretive sign/exhibit for WCB review*
- *Photo documentation of each installed interpretive sign/exhibit included in Final Project report.*

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

Task 5-Project Coordination Meetings

Regular coordination and management meetings are necessary to ensuring consistency and alignment throughout a complex and lengthy project. This scope of work will include biweekly project management check-ins between the prime contractor and Mariposa County, with participation from subcontractors as appropriate or necessary. The prime contractor will be responsible for scheduling meetings and ensuring participation from all necessary parties.

1347778.1

Attachment: Agreement - 210329 PSA_SFC and County [Revision 2] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
527	1328-305	5648	Grant Funds		$(415,000.00)	
527	1328-802	0418	Professional Services		$ 415,000.00	
001	0104	414-1090	GENERAL CONTINGENCY			
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$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 with a budget unit;

JUSTIFICATION:

Grant Funding for the purpose of restoring the Mariposa Creek Parkway

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: 210406 Budget Action Form [Revision 1] (RES-2021-172 : Award Agreement to Sierra Foothill Conservancy for Mariposa Creek

MARIPOSA COUNTY

County Counsel · (209) 966-3222

ORDINANCE 2021-1163

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: An Ordinance Amending Section 10.08.140 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 Section 10.08.140 of the Mariposa County Code Entitled 'Violation - Penalty".

The Legislature has substantially changed the way parking violations are handled and no longer are parking violations treated as infractions within the criminal justice system; instead they are treated as civil offenses, subject to civil penalties and administrative enforcement.

Section 10.08.140 currently reads that a parking violation is an infraction. The amendment to this section will bring Mariposa County Code in line with the California Vehicle Code by providing that any person violating the parking provisions of the ordinance shall be subject to a civil parking penalty in amounts set forth by Board resolution. The proposed resolution is attached for Board information only. The resolution will be presented at the same meeting in which the Board will hold a second reading of the ordinance amendment. Assuming Board adoption of the ordinance, the proposed resolution will then be presented to the Board for adoption.

The separate resolution includes penalty amounts for violations of Vehicle Code parking restrictions. It would be inappropriate to include existing Vehicle Code parking restrictions in the County's ordinance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
April 6, 2021: This ordinance was introduced.

The recent adoption of no parking areas in Fish Camp, El Portal, and Lazo Way in the Don Pedro area caused a review of parking enforcement leading to the recommended action.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No changes can be made at the second reading. Negative action will prevent this ordinance from going into effect.

ATTACHMENTS:
11577 Ordinance 4-6-21 meeting (PDF)
Information only - Resolution adopting Schedule of Parking fines (PDF)

RESULT: INTRODUCED [UNANIMOUS] Next: 4/20/2021 9:00 AM
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-173

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Stradling Yocca Agreement for Counsel

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Stradling Yocca Carlson & Rauth for Bond Counsel and Disclosure Counsel Services (Up to $130,000); and Authorize the County Administrative Officer to Sign the Agreement.

This agreement would retain Stradling Yocca Carlson & Rauth for legal services related to the possible refinancing of assessment bond debt and the loan for the compost facility at the Mariposa landfill. The assessment bond debt referenced is associated with the Yosemite West Maintenance District.

No payment would be owed unless the Board takes further action to approve refinancing the debts in question. This agreement can be immediately terminated at any time and for any reason with simple written notice. Given the potential savings for the Yosemite West Maintenance District and Mariposa County Solid Waste, staff recommends approval of this item to allow further analysis to be conducted.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 24, 2020, the Board of Supervisors approved Resolution 2020-691, an agreement to retain McLiney & Company as a municipal financial advisor assigned to put together a financing package for the energy pilot project. McLiney's analysis of County finances revealed two possible opportunities to refinance debt at considerable savings. This item allows for further exploration of those opportunities. Any refinancing will require further Board approval before moving forward.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will not move forward with refinancing these debts. The County would forfeit an opportunity to save on future interest payments.

FINANCIAL IMPACT:
The cost of this agreement is proportional to services rendered (up to $130,000) pending further Board action. If no action is taken to refinance the listed projects, there is no cost to the County.

ATTACHMENTS:

Stradling Yocca Engagement Letter - Mariposa County (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Stradling Yocca Carlson & Rauth
A Professional Corporation
275 Hill Street, Suite 270
Reno, NV 89501
775 393 1950
stradlinglaw.com

Scott W. Shaver
775 393 1955
sshaver@stradlinglaw.com

March 25, 2021

Dallin Kimble
County Administrative Officer
Mariposa County
5100 Bullion Street
Mariposa, CA 95338

RE: Mariposa County – Proposed Assessment Bond Refunding and Solid Waste Refunding

Dear Mr. Kimble:

We thank you for the opportunity to act as bond and disclosure counsel to Mariposa County, California. Our services will include those normally performed by bond counsel and, if necessary, disclosure counsel. We will advise you as to the requirements of the law in connection with the above-captioned financings (collectively, the "Financings"). We will also prepare all legal proceedings needed preliminary to and in the closing of the Financings in so far as they relate to legality and enforceability, and we will assist the County in the drafting of offering documents for the Financings, if necessary. All proceedings that we prepare would be prepared in collaboration with you, your Municipal Advisor, and other appropriate representatives of the County.

We are attaching our normal Terms of Retention, which is an integral part of our retention agreement. If this letter, including the attached Terms of Retention, accurately reflects your understanding of our relationship, please acknowledge your approval and acceptance of these terms by signing and returning this letter to me. Copies of each are enclosed for your files. I would be happy to answer any questions you might have.

We appreciate the opportunity to continue to be of the service to the County.

Very truly yours,

Scott Shaver

Scott W. Shaver

Enclosure

Attachment: Stradling Yocca Engagement Letter - Mariposa County (RES-2021-173 : Stradling Yocca Agreement for Counsel)

The undersigned hereby agrees that the terms and conditions in this letter and the accompanying Terms of Retention shall apply to services rendered by Stradling Yocca Carlson & Rauth.

MARIPOSA COUNTY, CALIFORNIA

By:_____
County Administrative Officer

Attachment: Stradling Yocca Engagement Letter - Mariposa County (RES-2021-173 : Stradling Yocca Agreement for Counsel)

TERMS OF RETENTION
OF
STRADLING YOCCA CARLSON & RAUTH

1. **Fees and Costs**. Stradling Yocca Carlson & Rauth is compensated for its services based primarily on the value of the services and the time spent performing them. This includes the time spent on conferences, travel, research, drafting documents, and other activities.

For the proposed assessment bond refinancing, our fees as bond counsel would be $25,000-$35,000 (including all costs), and our fees as disclosure counsel would be $25,000-$30,000 (including all costs). Please note that these fee estimates don't include time spent on reassessments for the assessment district. If our services are required or requested for the reassessments, we would be happy to provide a fee estimate for that work.

For the proposed solid waste refunding, our fees as bond counsel would be $25,000-$35,000 (including all costs), and our fees as disclosure counsel would be $25,000-$30,000 (including all costs).

Our fees are payable solely from the proceeds of each Financing. If a Financing does not close, we will not bill the County for our fees. If you wish to question any charge, you have agreed to do so within twenty-five days of the statement date. All fees will be paid upon closing of the bond transaction. Please contact the partner in charge of your matters if you have any questions about any of your bills.

2. **Termination by You**. You have the right at any time, in your sole discretion, to terminate our services and representation. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or which are reasonably necessary thereafter.

3. **Termination by Us**. We reserve the absolute right to withdraw from representing you if, among other things, you fail to honor the terms of our agreement, you fail to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on your behalf. If necessary in connection with litigation, we would request leave of court to withdraw.

4. **Date of Termination**. Our representation of you will be considered terminated at the earlier of (i) your termination of our representation, (ii) our withdrawal from our representation of you, or (iii) the substantial completion of our substantive work for you.

5. **Related Activities**. If any claim or action is brought against us or any personnel or agents of the firm based on your negligence or misconduct, or if we are asked to testify as a result of our representation of you or must defend the confidentiality of your communications in any

Attachment: Stradling Yocca Engagement Letter - Mariposa County (RES-2021-173 : Stradling Yocca Agreement for Counsel)

proceeding, you agree to pay us for any resulting fees, costs, or damages, including our time, even if our representation of you has ended.

6. **No Guarantee of Outcome**. We do not and cannot guarantee any outcome in a matter.

7. **Insurance**. We hereby advise you that this firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to you.

8. **Client**. This firm's client for the purpose of our representation is only the person or entity identified in the letter accompanying these Terms of Retention. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent, brother-sister, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, or employees.

9. **Payment Notwithstanding Dispute**. In the event of any dispute that relates to our entitlement to any payment from you, all undisputed amounts shall be paid by you. Any amounts in any client trust account held on your behalf, sufficient to pay the disputed amounts, shall continue to be held in such trust account until the final disposition of the dispute.

10. **Conflict of Interest.** Because the Public Finance Department of the Firm specializes in all aspects of public finance in various states, it is likely that the Firm will represent the County's financial consultant, municipal advisor, liquidity providers, paying agent, purchaser, and/or the underwriters for its bond issues in future bond transactions. During the term of this Agreement, the Firm will not accept a representation of any of these parties in any matter in which the County is an adverse party. However, the County consents to the Firm's representation of such parties in transactions that do not directly or indirectly involve the County.

Attachment: Stradling Yocca Engagement Letter - Mariposa County (RES-2021-173 : Stradling Yocca Agreement for Counsel)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-174

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Mariposa Visitor Center RFP Award

RECOMMENDATION AND JUSTIFICATION:
Approve 39-Month Contract for the Operation of the Mariposa Visitor Center with the Mariposa County Chamber of Commerce in an Amount Not to Exceed $765,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Reducing General Fund Contingency to Ensure Sufficient Funds for This Agreement in the Current Fiscal Year ($16,000).

The Mariposa Visitor Center is a valuable community asset, a key component of the visitor experience for many travelers, and one way the County strives to contribute to the success of local businesses. This agreement is the product of an Request for Proposals (RFP) process approved by the Board in December and subsequent negotiations. It is now recommended for approval.

Two proposals were received in response to the RFP process, which solicited visitor center management services including securing a location for a visitor center, promoting community attractions and events, responding to inquiries from visitors and residents, building key partnerships and meeting necessary reporting requirements. Board liaisons for the visitor center and the county administrative officer reviewed the proposals and selected the Chamber submission as the most responsive and responsible bid.

The proposal and subsequent contract negotiations introduce a few changes to past agreements with the Chamber for visitor center management services. These include:

- A longer term. Past agreements have typically been for one or two years. As a result of the RFP process, this agreement is for 39 months and aligns with the County fiscal year.
- More compensation. The Chamber has stated to the Board on several occasions that it has been subsidizing visitor center operations with Chamber funds. This agreement grows over time to the funding level ($260,000/year) the Chamber's proposal states is actually required to operate the visitor center.

- Reimbursement basis. Past agreements have provided funding without regard to generated revenues or actual operational costs. The proposed agreement reimburses the Chamber for net expenses (expenses less any generated revenue) rather than providing a flat fee.

- Cash flow. To facilitate the reimbursement process, a portion of the last month's expected costs ($15,000) is proposed to be paid up front to provide some funds from which to begin operations. This amount will be reconciled in the final month of the agreement so that all funds are attributed to actual expenses.

- Extended hours. Previous agreements allowed for closure on holidays or for staff training. The proposed agreement requires the visitor center to be open every day and to stay open during peak season months until 7 PM.

- Consistent branding. The proposed agreement requires communications to be consistent with County values and branding and encourages the use of County and Yosemite/Mariposa County brand imagery.

- Performance standards. The proposed agreement establishes some performance metrics, such as greeting visitors within fifteen (15) seconds, and requires the development of performance indicators with regular reporting for the benefit of the visitor center, local businesses and the County.

- Segregation of funds. While audits continue to be required, funds will be required to be separated to ensure no co-mingling of visitor center and other Chamber programs occurs.

- Welcome Center exploration. The visitor center could potentially be established as an official California Welcome Center. The agreement requires exploration of this possibility and a formal recommendation on how to proceed.

After review of these and all other provisions of the agreement with Chamber representatives and Board liaisons, staff is prepared to recommend approval of this agreement for visitor center management services.

This action also requires an amendment to the adopted budget in the amount of $16,000 to ensure sufficient funds are available in the current fiscal year. Staff recommends using contingency funds to make this amendment. As of this writing, the balance of the contingency fund for this fiscal year is $382,517.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 1, 2020, the Board adopted Resolution 2020-704 authorizing an RFP for the Mariposa Visitor Center.

On October 27, 2020, the Board adopted Resolution 2020-637 approving a six-month

agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $73,332. At this time, the Board also made clear the County's intention to pursue an RFP process to award the next agreement.

On October 22, 2019, the Board adopted Resolution 2019-619 approving a one-year agreement with the Mariposa County Chamber of Commerce for the operation and repair of the Mariposa Visitors' Center in the amount of $250,000. $30,000 of this agreement targeted toward visitor center repairs was never expended.

On October 17, 2017, the Board adopted Resolution 17-706 approving a two-year agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $337,000 (or $168,500 per year).

On September 22, 2015, the Board adopted Resolution 15-457 approving a two-year Agreement with the Mariposa Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $331,442 (or $165,721 per year).

On October 14, 2014, the Board adopted Resolution 14-525 approving a First Amendment to the Agreement adding language regarding allowing the Chamber to close the Visitors' Center for up to 10-days in a calendar year for holidays and training classes, and changing the termination notice to 30-days.

On September 23, 2014, the Board adopted Resolution 14-499 approving a one-year Agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $159,000.

On November 5, 2013, the Board adopted Resolution 13-491 approving a one-year agreement with the Mariposa County Chamber of Commerce for operation of the Mariposa Visitors' Center in the amount of $145,000.

On October 9, 2012, the Board adopted Resolution 12-508 approving a one-year agreement with the Mariposa County Chamber of Commerce for operation of the Mariposa and Coulterville Visitor Centers and replacement of the carpet in the Mariposa Visitor Center in the amount of $150,000. At that time, it was noted that the Chamber had operated the visitor center for "several years" and an RFP process was conducted in Fall 2011. This is the last known RFP process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement. The County will not have an agreement for visitor center operations and the visitor center may close. Staff will need additional direction with regard to visitor center operations.

FINANCIAL IMPACT:
The proposed agreement will cost up to $68,000 in the current fiscal year and $765,000 total inclusive of the next three fiscal years. A budget adjustment of $16,000 is recommended to ensure sufficient funding in the current fiscal year.

ATTACHMENTS:
2021 Visitor Center Agreement(PDF)
2020 Visitor Center Services RFP (PDF)
Budget Action - Chamber of Commerce 4.6.21 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR VISITOR CENTER SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and the Mariposa County Chamber of Commerce, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 1, 2021 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform visitor center 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 seven hundred and sixty five thousand dollars ($765,000). Compensation shall not exceed two hundred and sixty five thousand dollars ($265,000) for the period of April 1, 2021 – June 30, 2022; two hundred and thirty five thousand dollars ($235,000) for the period of July 1, 2022 – June 30, 2023; and two hundred and sixty thousand dollars ($260,000) for the period of July 1, 2023 – June 30, 2024. Compensation shall not exceed twenty six thousand dollars ($26,000) for any given month in this agreement.

Contractor may invoice for an initial payment of fifteen thousand dollars ($15,000) upon execution of this agreement. Thereafter, Contractor will invoice County on a monthly basis for actual net expenses (actual expenses less any revenue generated through the services provided) incurred to provide the services outlined in the scope of work. Contractor may charge up to two percent (2%) of expenses for a given invoice for administration of this agreement. All revenue and expenditures for a given month shall be reported on the invoice. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In the final month of the agreement, the initial payment of fifteen thousand dollars ($15,000) shall be applied against expenses such that all compensation will be used for services provided and general administration of this agreement.

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Mariposa County Chamber of Commerce
P.O. Box 425
Mariposa, CA 95338

COUNTY:
County Administrative Officer
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the [INSERT DEPARTMENT HEAD]. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 90 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.

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.

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Gabriel Edwards, President Mariposa County Chamber of Commerce
ATTEST:	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

Exhibit A
SCOPE OF WORK

Contractor will deliver the following services:

A. Provide a location for the visitor's center at 5158 Highway 140 in Mariposa. Contractor is responsible for all aspects of facility operations including rent, insurance, maintenance, groundskeeping, signage, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility shall be kept in a clean and sanitary condition at all times and comply with all state and local guidance related to the novel coronavirus pandemic or other conditions that may exist during the term of Agreement.

B. Promote Mariposa County community and visitor events, attractions, businesses and amenities consistent with the County's stated values and brand message. Use of Yosemite/Mariposa County Tourism Bureau branding is also encouraged. Provide accurate information to visitors and residents in a friendly and enthusiastic manner. Encourage patronizing local establishments, extending visits and repeat visitation through education, invitation and quality customer service. Promotions shall focus on visitor interest and fairly represent the entire county without bias to any geographical area, industry, organization, association or business.

C. The visitor center shall be open every day from 8:00 AM to 7:00 PM in the months of May through October and from 8:00 AM to 5:00 PM in the months of November through April. When the visitor center is closed, Contractor will make basic information, maps and brochures available to the public.

D. Recruit, select, supervise and appropriately recognize the efforts of any staff and/or volunteers necessary to operate the Visitors Center. Continuing to partner with Yosemite National Park to have a uniformed ranger assist with Park-related inquiries and advance purchase of park passes is strongly encouraged.

E. Provide community support through interaction with visitors and residents, including:
   a. Displaying and distributing brochures, maps, and other visitor information. Encourage availability of information, including town maps and visitor guides, in local lodging and other establishments. Information should include, but is not limited to, options related to transportation, dining, shopping, lodging, attractions, events, amenities and services available in Mariposa County.
   b. Greet each visitor to the visitor's center within fifteen (15) seconds and provide timely service and responses to their inquiries. Provide computer terminals for access to directories and self-service information including Yosemite.com and lodging.
   c. Initiate and support programs that increase visitor spending with Mariposa County businesses including, but not limited to, awareness of discounts and special offers and direct booking of lodging.

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

F. Develop or maintain partnerships with community groups including, but not limited to: Yosemite National Park, Yosemite/Mariposa County Tourism Bureau, and other local associations of businesses, lodging partners, museums, events, and so on.

G. Collaborate with Yosemite/Mariposa County Tourism Bureau to provide toll-free phone numbers and information services for visitors.

H. Coordinate an inclusive online calendar of community and cultural events. Proactively solicit content and ensure the calendar is current and accurate.

I. Evaluate possible means for revenue generation including fees for service, grants, fundraising and so on. Seek and evaluate further opportunities to add value to the services provided at the visitor's center. Present options to the County as they become available. Implementing revenue generating services is subject to approval of the county administrative officer after discussion with board liaisons for the visitor center.

J. Develop Key Performance Indicators (KPI) for daily tracking of performance outcomes including number of visitors, number and value of direct lodging bookings, overall visitor experience (net promoter score), average service satisfaction, and other outcomes. Collect additional data as requested by the County and/or as needed for visitor center purposes. Report KPI to the County on a monthly basis.

   County recognizes that the ability to forecast visitor traffic would be a valuable service to local businesses. To the extent such forecasts can be developed in partnership with Yosemite National Park and others, KPI data will be made available for analysis and inclusion as needed.

K. Segregate funds provided by the County and provide an annual, auditor-reviewed report on the use of these funds.

L. Evaluate the requirements to establish the visitor center as an official California Welcome Center. Make a recommendation to the County on whether to pursue this designation and, if the recommendation is in favor, what actions are needed to qualify.

Attachment: 2021 Visitor Center Agreement (RES-2021-174 : Mariposa Visitor Center RFP Award)

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

MARIPOSA COUNTY ADMINISTRATOR'S OFFICE

Request for Proposals (RFP)

December 1, 2020

SPECIFICATIONS, TERMS, &

CONDITIONS

For:

Visitor Center Management Services

RFQ PROPOSALS DUE:

8:00 AM on January 19, 2021

Mariposa County Administrator's Office
ATTN: Dallin Kimble
5100 Bullion Street, 2nd Floor
P.O. Box 784
Mariposa, CA 95338

I. INTRODUCTION

The County of Mariposa, California, is seeking proposals from qualified organizations to provide Visitor Center Management Services in the town of Mariposa and on behalf of the entire County of Mariposa. The County expects to enter into an Agreement for Services (Agreement) with the awarded Contractor. The successful proposal will provide for Mariposa Visitor Center Management Services based on a mutually agreed program and budget with duties associated with management of a visitor center and related visitor services.

II. BACKGROUND

The County of Mariposa is a small, rural county at the doorstep of Yosemite National Park and the High Sierras. More than four million annual visitors come to Mariposa County to recreate in and around one of the most famous national parks in the world. As they do, visitor centers connect travelers from around the world with the myriad of other attractions and services in Mariposa including lodging, shopping, restaurants, museums, adventure tours, festivals and events, wine tasting, outdoor amenities, and much, much more.

Prior to the onset of the novel coronavirus pandemic, Mariposa County was beginning to see modest growth in visitor attractions and services. Autocamp, a glamping site in Midpines with Airstream trailers at each site, opened in 2019. Tenaya Lodge, in the Fish Camp area, recently added 55 cabins and expanded tour and rental offerings. There are exciting proposals in the planning process for additional attractions, lodging and more.

There are two contracted visitor centers in Mariposa County. A small visitor center with specific focus on the northern portion of the county is hosted within a local business in the town of Coulterville. This request for proposals is in reference to the visitor center in the town of Mariposa. This visitor center is expected to serve the entire county and has been operated for many years by the Mariposa County Chamber of Commerce. The Yosemite/Mariposa County Tourism Bureau is an independent marketing organization that also promotes travel to Mariposa County.

III. SCOPE OF SERVICES

The selected Contractor will deliver the following services.

A. Secure a location in the town of Mariposa where visitor services may be provided. Contractor will be responsible for all aspects of facility operations including insurance, maintenance, groundskeeping, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility must be kept in a clean and sanitary condition at all times and comply with all state and local guidance related to the novel coronavirus pandemic or other conditions that may exist during the term of Agreement.

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

B. Promote Mariposa County community and visitor events, attractions, businesses and amenities in a way the fits the County's core values and aligns with the County's brand message. As the first stop made by many visitors to our area, Contractor must provide information in a friendly and enthusiastic manner. Recognizing that the County's intent is to promote the entire county fairly and without bias to any portion of the community, organization, association or business, Contractor will interact with travelers in such a way as to provide information on events, attractions, activities and accommodations throughout the county.

C. Provide an agreed upon annual plan of operations for management of the Mariposa Visitor Center to include, but not be limited to, proposed staffing, hours of operations, scheduling and management of the facility to maintain safety and appearance. The plan must report on a list of mutually-agreed-upon, outcome-based performance measures that monitor and evaluate the effectiveness and efficiency of Visitor Center Management Services.

D. Recruit, select, supervise and appropriately recognize the efforts of any staff and/or volunteers necessary to operate the Visitors Center.

E. Provide community support through interaction with visitors and residents, including:
   a. Displaying and distributing brochures, maps, and other visitor information.
   b. Providing visitors assistance upon request.
   c. Timely visitor/client inquiry fulfillment.
   d. Initiating and supporting programs that increase visitor spending with Mariposa County businesses.
   e. Connecting visitors with available lodging.
   f. Providing information on transportation, restaurants, attractions, events and other services and amenities.

F. Develop community partnerships with groups including, but not limited to:
   a. Yosemite National Park
   b. Yosemite/Mariposa County Tourism Bureau
   c. Yosemite Gateway Partners
   d. Mariposa Bed and Breakfast Association
   e. Mariposa County Chamber of Commerce
   f. Mariposa Business Association
   g. Main Street Mariposa
   h. Mariposa County History Museum
   i. Mariposa Butterfly Festival Board of Directors

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

G. Collaborate with the Yosemite/Mariposa County Tourism Bureau to provide toll-free telephone numbers and services for visitors.

H. Coordinate with other organizations to maintain an all-inclusive online calendar of community and cultural events and tourism information and make efforts to proactively solicit content and ensure the calendar is current and accurate.

I. Seek opportunities to raise funds from private foundations and granting agencies to expand services and/or offset expenses.

J. Track and provide an annual report on the number and nature of visitors to the Visitor Center.

K. Segregate funds provided by the County of Mariposa and provide an annual, auditor-reviewed report on the use of these funds.

Additional services, including but not limited to art displays, gift shops, and so on, may be included in the proposal for consideration. These services will be considered for inclusion or omission in the final agreement at the sole discretion of the County of Mariposa.

IV. TERMS AND CONDITIONS

An Agreement in this matter will not be formed until executed by all parties including the Mariposa County Board of Supervisors Chair. Performance under the contract will not begin until the Agreement is fully executed by all parties. A sample agreement is provided as an attachment. Terms and conditions of the Agreement are subject to negotiation, but may include the following.

A. Term of Agreement: An agreement will be for a term of April 1, 2021, through June 30, 2024, and may be extended for two successive one-year terms by mutual consent of the County and Contractor. Neither party has any obligation to extend the initial term of the Agreement.

B. Subject to Appropriation: Compensation for services requires the Mariposa County Board of Supervisors to annually appropriate funds for payment of services. The obligation of the County to provide funding is subject to the availability of funds lawfully appropriated for that purpose by the Mariposa County Board of Supervisors.

C. Minimum Scope and Limit of Insurance: The Contractor must, at Contractor's own expense, secure and maintain the following insurance throughout the term of the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown here, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Additional insurance provisions will be required as represented in the attached sample Agreement.

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

a. *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;

b. *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; and

c. *Workers' Compensation* insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

D. Indemnification: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity 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 to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity's sole negligence or willful acts.

V. APPLICATION INSTRUCTIONS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below. Proposals shall be limited to thirty (30) pages. The County reserves the right to reject any proposal exceeding these limits or omitting any requirement for submission.

Scope of Proposal

1. Organization's name and address as well as the name and contact information (including email address) of the primary contact for this RFP.

2. Submit qualifications and provide a narrative on how your organization will fulfill the Scope of Services outlined in this RFP.

3. Acknowledge consent to adhere to the Scope of Services and Sample Services Agreement (including insurance requirements) outlined in this RFP.

Ability to Provide Services

4. Brief organization profile to include years in operation, evidence of self-reliance and

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

sustainability outside of the award of this Agreement, and experience with related performance indicators.

5. Provide a list of key personnel, their roles and availability to administer these services. Include a resume for each individual referenced.

Cost Proposal

6. Provide annual total cost to provide services defined in this RFP for each year of the initial contract period (39 months). Pricing must include all items annotated in the Scope of Services.

Non-Profit Status

7. A Contractor organized as a 501(c)(3) will be better positioned to take advantage of raising funds from private foundations and granting agencies than other types of entities. Indicate whether your organization is organized as a 501(c)(3), able to organize and obtain recognition as a 501(c)(3), or able to partner with a 501(c)(3).

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB and emailed to: dkimble@mariposacounty.org**. Proposals must be received before the time and date indicated on the cover page of this RFP.** Late proposals will not be accepted.

All questions must be submitted via email to dkimble@mariposacounty.org **no later than 5:00 PM PST on January 5, 2021.** Questions received after this deadline will not be answered. Responses to all questions submitted before the deadline will be posted to the bid page on the mariposacounty.org website.

VI. PROPOSAL GUIDELINES

A. The County of Mariposa assumes no responsibility for liability for any costs organizations may incur in responding to this RFP including interview sessions, contract negotiations and/or challenges to the final award.

B. This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the County.

C. In evaluating proposals, the County may seek information to clarify a proposal. In that event, written and signed clarifications may be submitted and such clarifications shall become part of the proposal.

D. All proposals shall remain subject to initial acceptance ninety (90) days after the day of submittal.

E. Prospective contractors shall assure that there will be no discrimination in hiring or the

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

delivery of services on the basis of race, color, religion, national origin, sex, age, marital status, disability, sexual orientation or political affiliation.

F. Organizations contracting with the County must be current in all taxes owed to Mariposa County. No agreement will be awarded to any organization found to have unpaid taxes.

G. News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the Mariposa County Administrative Officer.

H. All materials submitted in response to this RFP will become the property of the County of Mariposa and will become public record after award of an Agreement.

I. No oral change, or interpretation, of any provision contained in this RFP is valid. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the County.

VII. REVIEW AND ASSESSMENT

A committee of individuals representing the County of Mariposa will evaluate the proposals. The committee will rank the proposals as submitted. The County of Mariposa reserves the right to award an Agreement to the prospective contractor who, in the sole judgment of the County, will best accomplish the desired results. The County also reserves the right to request oral interviews with a maximum of three of the highest-ranked prospective contractors to allow expansion upon and possible refinement of written responses. The final recommendation for selection will be based on the total of all evaluators' scores.

Applicants will be notified in writing of the decision of the committee. The County reserves the right to negotiate with any individual, agency or organization submitting an application. Items that may be negotiable include: scope of services and cost.

Submissions will be evaluated using the following criteria. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Weighting Factor	Qualification	Standard
3.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the service objectives, methodology to be used and deliverables required? Are there any exceptions to the Scope of Services or Agreement?
2.0	Ability to Provide Services	Do the persons assigned to the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

		qualifications assigned to the project? Does the organization have the capacity to successfully meet visitor and resident needs?
2.0	Cost Proposal	Does the proposal include a detailed cost breakdown for each cost element? Are the costs competitive? Do the proposed cost and work hours compare favorably with the anticipated budget?
1.0	Non-Profit Status	Does the organization have 501(c)3 status or can such status be obtained?
1.0	Completeness of Proposal	Does the proposal include all of the requirements outlined in this RFP?

VIII. FINAL CONTRACT

The County Administrator's Office will negotiate with the selected individual or organization regarding any changes to the scope of work, schedule, budget, and terms and conditions of the Agreement prior to making a recommendation to the Board of Supervisors for approval. The Agreement will include standardized clauses based on County policies such as, but not limited to: independent contractor status, insurance requirements, hold harmless clauses, progress payments, and termination of contract.

IX. INTENDED TIMELINE

Release of Request for Proposals	December 1, 2020
Deadline for All Questions	January 6, 2021 at 8:00 AM
Proposal Due Date	January 19, 2021 at 8:00 AM
Proposal Evaluation Completed	January 29, 2021
Notice of Intent to Award	February 2021
Contract Execution	February 2021
Begin Services	April 1, 2021

Attachment: 2020 Visitor Center Services RFP (RES-2021-174 : Mariposa Visitor Center RFP Award)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0147	493.04-34	Visitor Center Ops		16,000	
001	0104	414.10-90	General Fund Contingency			16,000
				TOTALS	16,000	16,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE Jay D Kimble ZOHOSign 731E94C8DB DATE 03/26/2021

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Budget Action - Chamber of Commerce 4.6.21 (RES-2021-174 : Mariposa Visitor Center RFP Award)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-175

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Below Market Rate Loans

RECOMMENDATION AND JUSTIFICATION:
Approve the issuance of three below market rate loans to Self Help Enterprises for the 42-unit Creekside Terrace Project ($2,809,000); approve the use of state grants to fund the loan; and authorize the Board of Supervisors Chair to sign all loan documents Pertaining to the Three Loans (Subject to Approval as to Legal Form by County Counsel).

The County of Mariposa has received several grants in support of the Self Help Enterprises (SHE) Creekside Terrace project. The state allows these funds to be loaned rather than given in order to avoid additional taxes that would limit the scale and rents of the housing project itself. Staff has reviewed the below market rate loan concept and is prepared to recommend this option to the Board.

SHE has been developing a 42-unit multifamily housing project near the intersection of Fournier and Anton Roads in Mariposa since 2019. Named the Creekside Terrace, this housing development will provide below market rate rents (estimated between $300 - $800 per month) to Mariposa citizens for at least 55 years. This level of affordability cannot be reached without utilizing affordable housing financing tools.

Some of the financing tools used in this project are: Section 8 project base funding, 9% Low Income Housing Tax Credits (LIHTC), and State grant funding to support affordable housing. In addition, partnerships between nonprofit Community Development Housing Organizations (CDHOs) and local jurisdictions are required to compete for state grant funds. Mariposa County has been partnering with SHE to do exactly this and has been awarded State Infill Infrastructure ($1.95 million) and Permanent Local Housing Allocation ($256,000) grants to support the construction of Creekside Terrace. The County has also committed Whole Person Care ($600,000) funding to the project.

Creekside Terrace is approaching the start of construction and the limited partnership between SHE and their financiers is ready to access the grant funding that we have secured for the project. Issuing a secured loan at zero percent (0%) interest allows the limited partnership to avoid having to claim the grants as income while still delivering capital to the project at rates lower than traditional lenders. This is an acceptable strategy to the state as long as the loan is below market rate interest, is secured by an affordability deed of trust for fifty-five (55) years or more, and is used to support

housing for County residents that are at or below sixty percent (60%) of our Area Median Income(AMI). The overall interest rate on this project is 4.75% so 3% is Below Market Rate.

As a loan, the County will have an option to require the loan to be repaid either at the end of the term or if the project is refinanced in the future. At that time, collected funds could be reinvested into the project (e.g. for a remodel or upgrades), invested into other housing projects for residents at or below 60% AMI, or the loan could be forgiven.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2018-292 Approved the Comprehensive Housing Program Implementation Study indicating the need for the County to partner with nonprofit developers to build affordable housing throughout the County.

Design Review 2019-035 Approved Self Help Enterprises' 42-unit apartment complex at 5118 Fournier Road.

RES 2019-52 Approved No Place Like Home round one to begin funding of Creekside Terrace (formerly known as Mariposa Village).

RES 2019-498 Adopted 2019-2024 Housing Element to the General Plan noting the Creekside Terrace (FKA Mariposa Village) as adding affordable housing to our County's housing stock.

RES 2019-702 Approved an application to the Infill Infrastructure Grant program for the construction of Creekside Terrace ($1,953,000). The grant was awarded.

RES 2020-484 Authorized the application for Permanent Local Housing Allocation(PLHA) grant funds ($256,000).

RES 2020-484 Approved PLHA plan 302(c)(4) committing the first two years as gap financing for Creekside Terrace.

RES 2021-75 Committed $600,000 in Whole Person Care funding to the Creekside Terrace project with no interest for a term of fifty-five (55) years.

March 2,2021 Received information from Self-Help Enterprises Director of Real Estate on Below Market Rate Loan structure.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County could use a private lender to issue this loan. Interest rates would be higher and the project would have less capital to use for construction and rent subsidies.

The County could grant funds to Self Help Enterprises. A portion of the grant funds would be returned to the state in the form of income taxes and the project would have less capital to use for construction and rent subsidies.

FINANCIAL IMPACT:
There will be no significant short term financial impact as these are grant funds that we are loaning to a public benefit project to support a community need. In the long term these loans will be repaid and can be reused to support affordable housing. They could also be forgiven.

ATTACHMENTS:
WPC note (PDF)
WPC DOT (PDF)
WPC agreement (PDF)
IIG note (PDF)
IIG DOT (PDF)
IIG agreement (PDF)
PLHA note (PDF)
PLHA DOT (PDF)
PLHA Agreement (PDF)
Subordination Agreement (PDF)
AMENDED IIG Loan Agreement (v7) (DOCX)
PUBLIC INPUT - Email from Jim Evans (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

SECURED PROMISSORY NOTE

$600,000

Mariposa, California
_____, 2021

FOR VALUE RECEIVED, Creekside Terrace, L.P., a California limited partnership ("**Borrower**"), promises to pay to the County of Mariposa ("**Lender**") Six Hundred Thousand and 00/100 Dollars ($600,000) or so much thereof as may be advanced by Lender from time to time pursuant to the Loan Agreement referred to below.

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with (i) the California Department of Health Care Services ("**DHCS**") award of funds pursuant to the State of California Whole Person Care Program, which the Lender's Board of Supervisors authorized under Resolution 2019-555 at a meeting held on September 24, 2019; (ii) that certain Loan Agreement dated of or about even date herewith and executed by and between Lender and Borrower (the "**Loan Agreement**"); and (iii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated of or about even date herewith by Borrower, as trustor, and Lender, as beneficiary (the "**Deed of Trust**").

Borrower has requested, and Lender has agreed, to loan to Borrower certain funds that Lender receives from DHCS (the "**DHCS Funds**"), solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of an affordable housing development (the "**Project**") on certain real property located at 5118 Fournier Road, Mariposa, California 95338 (the "**Property**").

This Note is secured by the Deed of Trust, which shall be recorded against the Property. Lender shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Loan Agreement and in the Deed of Trust.

1. PAYMENTS.

1.1. INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE. The Note shall bear simple interest at 3% per annum. This Note shall be due and payable fifty-seven (57) years from the date hereof but not later than December 31, 2078 ("**Maturity Date**"). Prior to the Maturity Date, beginning in the year 2023, not later than June 30th and subject to the requirements of any applicable Project loan documents, Maker shall make annual principal payments to the Payee over the remaining term of the Note to the extent available from Cash Flow for the previous year, as such term is defined in the Amended and Restated Limited Partnership Agreement of Maker dated of or about even date herewith (the "**Partnership Agreement**"), in the amount and in the priority described in Exhibit A-4 of the Partnership Agreement. Any unpaid amount shall accrue and be due in subsequent year(s) to the extent of available Cash Flow.

1.2. PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

Attachment: WPC note (RES-2021-175 : Below Market Rate Loans)

1.3. MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to Lender at 5100 Bullion Street, Mariposa, CA, 95338, Attention: Board of Supervisors, or such other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. DEFAULTS AND REMEDIES.

2.1. EVENTS OF DEFAULT. The occurrence of an Event of Default (as such term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default hereunder ("**Event of Default**").

2.2. REMEDIES. Subject to the limitations set forth in Section 4.2 of the Loan Agreement, upon the occurrence of an Event of Default hereunder, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it under applicable law, and (iii) exercise any and all rights and remedies available to Lender, including without limitation the right to pursue foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender including, without limitation, reasonable attorneys' fees, incurred in connection with Lender's enforcement of this Note and the exercise of any or all of its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of Lender under this Note shall be cumulative and not alternative.

2.3. LIMITED PARTNER CURE. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

3. MISCELLANEOUS.

3.1. WAIVERS; BORROWER'S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

3.2. NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 5.3 and 5.19 of the Loan Agreement.

Attachment: WPC note (RES-2021-175 : Below Market Rate Loans)

3.3. SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4. GOVERNING LAW. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws.

3.5. PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

3.6. SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender, and unless the amendment or modification has been approved by the limited partners of Borrower.

3.7. RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

3.8. TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9. NONRECOURSE. This Note is a non-recourse obligation of the Borrower.

[SIGNATURE PAGE FOLLOWS]

Attachment: WPC note (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

BORROWER:

Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

Attachment: WPC note (RES-2021-175 : Below Market Rate Loans)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Honorable Marshall Long, Chairman
Board of Supervisors
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Space above this line for Recorder's use.

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(Creekside Terrace)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 2021, by Creekside Terrace, L.P., a California limited partnership ("**Trustor**"), to Inter-County Title Co., Tuolumne-Mariposa Division, a California corporation ("**Trustee**"), for the benefit of the County of Mariposa ("**Beneficiary**").

RECITALS

A. Trustor irrevocably grants, transfers, and assigns to Trustee in Trust, with Power of Sale Trustor's interest in that certain real property located in the City of Mariposa, County of Mariposa, State of California at 5118 Fournier Road, Mariposa, California 95338 (the "**Land**"), more particularly described in Exhibit A attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

Trustor intends to construct, own, and operate an affordable multifamily residential development on the Land (the "**Project**").

B. This Deed of Trust has been executed and delivered pursuant to: (i) the California Department of Health Care Services("**DHCS**") award of one-time Housing Funds for Whole Person Care pursuant to AB 74, the Budget act of 2019 (Chapter 21, Statues of 2019), which the Beneficiary's Board of Supervisors authorized under Resolution 2019-555 at a meeting held on September 24, 2019 (the "**WPC Funds**"); (ii) that certain Loan Agreement, executed by and between Beneficiary and Trustor, pursuant to which Beneficiary agreed to loan the WPC Funds to Trustor for the purpose of partially financing the Project and related infrastructure improvements (the "**Loan Agreement**"); and (iii) a secured promissory note in the amount of $600,000 executed by Trustor and evidencing Trustor's obligation to repay the WPC Funds to Beneficiary (the "**Note**"). The Loan Agreement, this Deed of Trust and the Note are referred to herein as the "**Loan Documents**."

C. As a condition precedent to the making of the loan of WPC Funds to Trustor, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure repayment of the Note and performance of Trustor's obligations under the Loan Documents.

Attachment: WPC DOT (RES-2021-175 : Below Market Rate Loans)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

(a) All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

(b) All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

(c) All machinery, equipment, fixtures, goods, and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions, or substitutions thereto (collectively, "**Equipment**");

(d) All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

(e) All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

(f) All revenues, income, rents, royalties, payments, and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

(g) All architectural, structural, and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

Attachment: WPC DOT (RES-2021-175 : Below Market Rate Loans)

(h) All interests and rights in any private or governmental grants, subsidies, loans, or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the Loan Documents as such may be modified, supplemented, amended, renewed or extended; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary at any time Beneficiary is not affiliated with or is not a general partner of Trustor, to protect Beneficiary's interests under this Deed of Trust or any other Loan Document.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income, and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee, and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be

Attachment: WPC DOT (RES-2021-175 : Below Market Rate Loans)

responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of

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Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Mariposa County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1. Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds a fee simple interest in the Land and in the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the documents evidencing and securing the Senior Debt (as defined in the Loan Agreement), Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the Loan Documents or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 10.2.

7.2. Condition of Property. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and no condition on the Land violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ii) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Trustor in the Property; (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v) Trustor has not received any notice from any insurer of defects of the Property which have not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through

Attachment: WPC DOT (RES-2021-175 : Below Market Rate Loans)

Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

7.3. Authority. Trustor represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.4. Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Note and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations and in accordance with the terms thereof.

7.5. Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use the WPC Funds solely for purposes authorized by the Loan Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals, and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state, and local laws, regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish, or materially alter any Improvement without Beneficiary's consent, shall complete, or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and the Improvements solely for purposes authorized by the Loan Documents, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Loan Documents.

7.6. Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property, any part thereof, or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered in violation of the Loan Documents taking into account, without limitation, the provisions of Sections 5.16 through 5.19 of the Loan Agreement. Notwithstanding the foregoing, the following transfers are permitted: residential leases, subleases, or occupancy agreements with occupants of the Property's residential units. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

7.7. Inspections; Books and Records. Beneficiary and its agents and

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representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Loan Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the WPC Funds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following two business days prior notice.

7.8. Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments, and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9. Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust.

7.10. Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured in accordance with the Loan Documents.

7.11. Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service

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that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.18 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.12. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.14 and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.13. Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary and used to repair and/or restore the Project.

7.14. Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.15. Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor

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shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.16. Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

7.17. Limited Partners Right to Cure. Trustor's limited partners shall have the right, but not the obligation, to cure any default of Trustor hereunder in accordance with the provisions of Section 5.19 of the Loan Agreement.

8. Default and Remedies.

8.1. Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events:

(a) Beneficiary's declaration of an Event of Default under any Loan Document, subject to the expiration of any applicable cure period set forth in such document;

(b) Trustor fails to perform any monetary obligation which arises under this Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

(c) If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.6 hereof and Trustor fails to rescind such conveyance or otherwise cure such breach within the time period specified in in the last paragraph of this Section 8.1;

(d) Trustor fails to maintain the insurance coverage required hereunder or otherwise fails to comply with the requirements of Section 7.10 hereof and Trustor fails to cure such default within the applicable time specified in Section 7.10;

(e) Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay when due any other charge that may result in a lien on the Land or the

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Improvements, and Trustor fails to cure such default within thirty (30) days of the date of delinquency, but in all events prior to the imposition of any such tax or other lien.

(f) Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Loan Document proves to have been false or misleading in any material adverse respect when made;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(h) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof or substantially all of such entity's assets, (iii) orders the liquidation of Trustor or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(i) Trustor fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than one hundred eighty (180) days following receipt of notice of default.

Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor, prior to any action to enforce this Deed of Trust, shall give Wincopin Circle LLLP and its successors and assigns (the "Tax Credit Partner") notice and opportunity to cure for a period of not less than (a) fifteen (15) days to cure a monetary default, and (b) thirty (30) days to cure a nonmonetary default; provided, however, if in order to cure such a default Tax Credit Partner reasonably determines that it must remove the general partner of Trustor, Tax Credit Partner shall so notify Trustor and so long as Tax Credit Partner is diligently and continuously attempting to so remove such general partner, Tax Credit Partner shall have until the date thirty (30) days after the effective date of the removal of the general partner or general partners to cure such default but in no event more than one (1) year.

8.2. Remedies. Subject to the limitations set forth in Section 4.2 of the Loan Agreement and the applicable notice and cure provisions set forth herein, at any time after

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an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any Loan Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

(b) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage, and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(e) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3. Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of

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Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness, which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the Loan Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.12(c); and

(b) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

8.4. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in

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this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under the Loan Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1. Additional Provisions. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and the Property.

10.2. Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the

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accurate transmission thereof.

Beneficiary:	County of Mariposa 5100 Bullion Street Mariposa, CA 95338 Attention: The Honorable Marshall Long, Chairman
Trustor:	Creekside Terrace, L.P. c/o Self-Help Enterprises P.O. Box 6520 Visalia, CA 93290
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, CA 94612 Attention: Lauren B. Fechter
With a copy to: Partnership's limited partner:	Wincopin Circle, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

10.3. Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Mariposa, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5. Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6. Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust

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shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Loan Documents. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7. Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary, and unless the amendment or modification has been approved by the limited partners of Trustor. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8. Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by Beneficiary's County Administrative Officer by any person who shall have been designated by Beneficiary's County Administrative Officer, without further approval by the governing board of Beneficiary.

10.9. Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

10.10. Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

10.11. Partial Subordination to Extended Use Agreement. Trustor and the California Tax Credit Allocation Committee may enter into a Regulatory Agreement (the "**TCAC Regulatory Agreement**"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). In the event of a foreclosure of Beneficiary's interest under this Deed of Trust or delivery by the Trustor of a deed in lieu thereof (collectively, a "**Foreclosure**"), the following rule shall apply:

In the event of a Foreclosure, throughout the extended use period specified in the

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TCAC Regulatory Agreement, with respect to any unit that had been regulated by the TCAC Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

10.12 Subordination. Trustor and Beneficiary agree that the lien of this Deed of Trust is junior and subordinate to the following liens and encumbrances recording concurrently herewith in the Official Records of Mariposa County:

(i) Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or about the date hereof, executed by Trustor in favor of U.S. Bank National Association, a national banking association, and recorded in the real estate records of Mariposa County;

(ii) County Infill Infrastructure Grant Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated on or about the date hereof, executed by Trustor in favor of the County of Mariposa, and recorded in the real estate records of the same.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

[SIGNATURES MUST BE NOTARIZED]

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

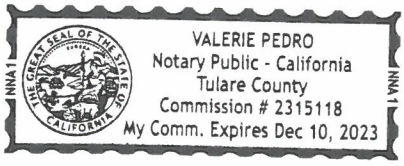
State of California)

County of Tulare)

On March 17, 2021 before me, Valerie Pedro, a Notary Public in and for said State, personally appeared, **THOMAS J. COLLISHAW**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie Pedro

440/039
Creekside Terrace

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15"'W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

Attachment: WPC DOT (RES-2021-175 : Below Market Rate Loans)

LOAN AGREEMENT

This Loan Agreement (this "**Agreement**") is entered into effective as of _____, 2021 ("**Effective Date**") by and between the County of Mariposa (the "**Lender**") and Creekside Terrace L.P., a California limited partnership ("**Borrower**"). Borrower and Lender are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Borrower is the owner of that certain real property located at 5118 Fournier Road, Mariposa, California 95338, as more particularly described in Exhibit A (the "**Property**"). Borrower has proposed to construct 42 multifamily residential units on the Property for rental to extremely low, very low and low income households, including one manager's unit (the "**Project**").

B. Grant funding by the State of California Department of Health Care Services ("**DHCS**") from the Whole Person Care Pilot Program established by DHCS in accordance with the 2019-20 Governor's Budget, which provided a one-time $100,000,000 investment (with multi-year spending authority through June 20, 2025) in housing services, which the Lender's Board of Supervisors authorized under Resolution 2019-555 at a meeting held on September 24, 2019, has been awarded to the Project (the "**WPC Program**"). The grant funds awarded by DHCS with respect to the Project pursuant to the WPC Program are referred to herein as the "**DHCS Funds**."

C. Borrower has requested, and Lender has agreed, to use the DHCS Funds to provide a loan (the "**Loan**") to Borrower, subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of the Project.

D. Concurrently herewith Borrower will execute a promissory note ("**Note**") in the amount of the Loan, which will be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") to be executed by Borrower and recorded against the Property. This Agreement, the Note, and the Deed of Trust are collectively hereinafter referred to as the "**Loan Documents**."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. THE LOAN AND DISBURSEMENT OF LOAN PROCEEDS.

1.1. Loan and Note. Lender agrees to loan to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed $600,000 (the "**Loan Proceeds**") upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Effective Date. Provided that Borrower has complied with all conditions set forth in Section 1.6, the Loan Proceeds shall be disbursed in accordance with Section 1.6 hereof.

1.2. Interest Rate; Principal Payments; Maturity Date. The Loan shall bear simple interest at 3% per annum. Payments shall be made from residual receipts in accordance with the terms of the Note.

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1.3. Prepayment. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under the Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.4. Security for the Loan; Recourse.

(a) Repayment of the Note shall be secured by the Deed of Trust.

(b) The Loan is a nonrecourse obligation of Borrower.

1.5. Use of Loan Proceeds. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related infrastructure improvements. Funds shall be disbursed to Borrower in accordance with Section 1.6.

1.6. Disbursement of Proceeds. The Lender shall disburse the Loan Proceeds to Borrower within five (5) business days following Lender's receipt of such funds from DHCS.

1.7. No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the Lender shall have no obligation to disburse any portion of the Loan Proceeds following the occurrence and during the continuation of an Event of Default on the part of Borrower under this Agreement, the Note, or the Deed of Trust.

2. BORROWER COVENANTS.

2.1. Compliance with WPC Program. Borrower covenants and agrees to comply with all requirements of the WPC Program as to the use of the Loan Proceeds, construction and operation of the Project, and all other matters related thereto.

2.2. Books and Records. The Lender shall have the right, during business hours and after reasonable notice to Borrower, to inspect and copy Borrower's books and records concerning the Property, the Project, and the Loan.

2.3. Other Documents. Upon Lender's reasonable request, Borrower shall deliver to the Lender copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports, loan documents, management plans, and property management agreements.

3. DEFAULT AND REMEDIES.

3.1. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Borrower fails to pay when due the principal and interest payable

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under the Note, and such failure continues for fifteen (15) days after Lender notifies Borrower thereof in writing.

(b) An Event of Default on the part of Borrower is declared under the Note or the Deed of Trust.

(c) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower (or any general partner thereof) (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower ; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity's assets, (iii) orders the liquidation of Borrower (or any general partner thereof), or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(e) Borrower fails to maintain insurance as required pursuant to this Agreement and Borrower fails to cure such default within 10 days of notice thereof.

(f) Borrower fails to use Loan Proceeds in accordance with this Agreement.

(g) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 4.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 180 days from the receipt of notice of default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

3.2. Remedies. Upon the occurrence of an Event of Default, the Lender shall have the following rights, in addition to any other rights and remedies provided by law:

(a) The Lender may declare the entire outstanding principal balance of the Loan and interest accrued thereon immediately due and payable;

(b) The Lender may foreclose on the Property pursuant to the Deed of Trust, subject to the limitations set forth in Section 5.20 of this Agreement;

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(c) The Lender may seek an order of specific performance; and

(d) The Lender may terminate this Agreement.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein, in the Note, or the Deed of Trust. The Lender may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

4. MISCELLANEOUS.

4.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, Lender's obligation to make the Loan is personal to Borrower, and this Agreement shall not be assignable by Borrower by operation of law or otherwise absent the express written consent of Lender.

4.2. Insurance. Borrower shall maintain and keep in force, at Borrower's expense and discretion reasonable amounts of property and general liability insurance coverage. For each of Borrower's insurance policies, Borrower shall provide to Lender within ten (10) days following execution of this Agreement, but in no event later than the initial disbursement of Loan Proceeds, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without 30 days written notice to the Lender prior to the effective date of such cancellation, change in coverage or expiration. Upon request by the Lender from time to time, Borrower shall deliver to the Lender originals or copies of all such insurance policies and certificates evidencing such policies.

4.3. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Lender: County of Mariposa

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5100 Bullion Street
Mariposa, CA 95338
Attention: The Honorable Marshall Long, Chairman

Borrower: Creekside Terrace, L.P.
c/o Self-Help Enterprises
P.O. Box 6520
Visalia, CA 93290

with a copy to: Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attention: Lauren B. Fechter

With a copy to Partnership's limited partner: Wincopin Circle, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

4.4. Waiver, Modification and Amendment. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, executed by the Parties, and unless the amendment or modification has been approved by the limited partners of Borrower.

4.5. Consents. Whenever the consent or approval of the Lender is required under the Loan Documents, the Lender agrees that such consent or approval will not be unreasonably withheld or delayed.

4.6. Further Assurances. The Parties shall execute, acknowledge and deliver to the other Parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

4.7. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish Borrower and Lender as partners, co-venturers, or principal and agent with one

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another.

4.8. Action by the Lender. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Lender is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lender's Executive Director or by any person who shall have been designated by the Lender's Executive Director, without further approval by the Lender's governing board unless the Lender Executive Director determines in his or her discretion that such action requires such approval.

4.9. Non□Liability of Lender and Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to Borrower, or any successor in interest to either in the event of any default or breach by the Lender, or for any amount of money which may become due to Borrower or any successor to either, or for any obligation of Lender under this Agreement.

4.10. Captions; Construction; Time is of the Essence. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Time is of the essence in the performance of this Agreement.

4.11. Governing Law; Venue. This Agreement, the Note, and the Deed of Trust shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. The Parties consent to the jurisdiction of any federal or state court having jurisdiction in Mariposa County, California. Borrower agrees that any controversy arising under or in relation to this Agreement, the Note, or the Deed of Trust, shall be litigated exclusively in courts having jurisdiction in Mariposa County. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

4.12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

4.13. Entire Agreement; Exhibits. This Agreement, together with the Note and the Deed of Trust, and the additional documents referenced herein contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.

4.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

4.15. Lender Status. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein or in the Note or as otherwise required by law.

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4.16. Removal of General Partner. Notwithstanding anything to the contrary in this Agreement, or any of the other Loan Documents, the removal and/or replacement of Borrower's general partner in accordance with the rights and remedies afforded under the Borrower's partnership agreement shall not require the consent of Lender, constitute a default under any of the Loan Documents or accelerate the maturity of the Loan. In the case of such a removal or replacement, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such removal or replacement.

4.17. Transfer of Limited Partner Interest. Notwithstanding anything to the contrary in any of the Loan Documents, the interests of the Borrower's limited partners shall be transferable, either directly or indirectly, and such transfer shall not require the consent of Lender or constitute a default under any of the Loan Documents. In the case of such transfer, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such transfer.

4.18. Withdrawal of a Partner. Notwithstanding anything to the contrary in any of the Loan Documents, neither the withdrawal, removal, replacement, and/or addition of the general partner pursuant to the terms of Borrower's partnership agreement, nor the withdrawal, replacement, and/or addition of any of Borrower's limited partners or its limited partner's general partners or members, shall constitute an Event of Default or default under any of the Loan Documents, and such actions shall not accelerate the maturity of the Loan.

4.19. Cure by Limited Partner. Lender agrees that any of the limited partners of Borrower shall have the right, but not the obligation, to cure any Event of Default or default by Borrower under any of the Loan Documents; provided, however, the cure period shall be extended by 60 days from written notice thereof to the limited partners. Lender further agrees any cure of any Event of Default or default made by the limited partners of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made by Borrower. Lender further agrees that the removal and replacement of a general partner shall be deemed a cure of any default arising under Sections 4.1(c) or (d). Provided that Lender has been given written notice of the address for delivery of notices to the limited partners, Lender shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Borrower, and as to the limited partners, the cure periods specified herein shall commence upon the date of receipt of such notice to Borrower's limited partner at the following address:

c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044

[SIGNATURES ON FOLLOWING PAGE]

Attachment: WPC agreement (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

LENDER:

County of Mariposa

By: _____
Name: _____
Title: _____

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

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EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15"'W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

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SECURED PROMISSORY NOTE

$1,953,100

Mariposa, California
_____, 2021

FOR VALUE RECEIVED, Creekside Terrace, L.P., a California limited partnership ("**Borrower**"), promises to pay to the County of Mariposa ("**Lender**") One Million Nine Hundred Fifty-Three Thousand One Hundred and 00/100 Dollars ($1,953,100) or so much thereof as may be advanced by Lender from time to time pursuant to the HCD Documents and the Loan Agreement referred to below.

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with (i) that certain Standard Agreement dated as of February 19th, 2021 executed by and between the California Department of Housing and Community Development ("**HCD**"), Self-Help Enterprises, a California nonprofit public benefit corporation ("**Self-Help**") and Lender pertaining to HCD's award of funds pursuant to the State of California Infill Infrastructure Grant Program (the "**HCD Standard Agreement**"), (ii) that certain Disbursement Agreement, dated for reference purposes as of February 19th, 2021 by and between HCD and Lender in connection with the Standard Agreement (the "**HCD Disbursement Agreement**"), (iii) that certain Loan Agreement dated of or about even date herewith and executed by and between Lender and Borrower (the "**Loan Agreement**"), and (v) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated of or about even date herewith by Borrower, as trustor, and Lender, as beneficiary (the "**Deed of Trust**"). Collectively, the HCD Standard Agreement, and the HCD Disbursement Agreement are referred to herein as the "**HCD Documents**."

Borrower has requested, and Lender has agreed, to loan to Borrower certain funds that Lender receives from HCD pursuant to the HCD Documents (the "**HCD Funds**"), solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of an affordable housing development (the "**Project**") on certain real property located at 5118 Fournier Road, Mariposa, California 95338 (the "**Property**").

This Note is secured by the Deed of Trust, which shall be recorded against the Property. Lender shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Loan Agreement and in the Deed of Trust.

1. PAYMENTS.

1.1. INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE. This Note shall bear simple interest at 3% per annum. No payments shall be due until the Maturity Date (as defined below), on which date all outstanding principal shall be due in full. The Note shall mature on the earlier of (i) the fifty-fifth (55th) anniversary of the date upon which the City of Mariposa issues a certificate of occupancy or equivalent for the Project, or (ii) the fifty-seventh (57th) anniversary of the date of this Note (the "**Maturity Date**").

1.2. PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note; provided that, Borrower agrees that it shall not make loan payments

Attachment: IIG note (RES-2021-175 : Below Market Rate Loans)

hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.3. MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to Lender at 5100 Bullion Street, Mariposa, CA, 95338, Attention: Board of Supervisors, or such other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. DEFAULTS AND REMEDIES.

2.1. EVENTS OF DEFAULT. The occurrence of an Event of Default (as such term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default hereunder ("**Event of Default**").

2.2. REMEDIES. Subject to the limitations set forth in Section 4.2 of the Loan Agreement, upon the occurrence of an Event of Default hereunder, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it under applicable law, and (iii) exercise any and all rights and remedies available to Lender, including without limitation the right to pursue foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender including, without limitation, reasonable attorneys' fees, incurred in connection with Lender's enforcement of this Note and the exercise of any or all of its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of Lender under this Note shall be cumulative and not alternative.

2.3. LIMITED PARTNER CURE. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

3. MISCELLANEOUS.

3.1. WAIVERS; BORROWER'S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole

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or in part, whether before or after maturity and with or without notice.

3.2. NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 5.3 and 5.19 of the Loan Agreement.

3.3. SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4. GOVERNING LAW. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws.

3.5. PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

3.6. SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender, and unless the amendment or modification has been approved by the limited partners of Borrower.

3.7. RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

3.8. TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9. NONRECOURSE. This Note is a non-recourse obligation of the Borrower.

[SIGNATURE PAGE FOLLOWS]

Attachment: IIG note (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Honorable Marshall Long, Chairman
Board of Supervisors
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Space above this line for Recorder's use.

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(Creekside Terrace)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 2021, by Creekside Terrace, L.P., a California limited partnership ("**Trustor**"), to Inter-County Title Co., Tuolumne-Mariposa Division, a California corporation ("**Trustee**"), for the benefit of the County of Mariposa ("**Beneficiary**").

RECITALS

A. Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale Trustor's interest in that certain real property located in the City of Mariposa, County of Mariposa, State of California at 5118 Fournier Road, Mariposa, California 95338 (the "**Land**"), more particularly described in Exhibit A attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

Trustor intends to construct, own and operate an affordable multifamily residential development on the Land (the "**Project**").

B. This Deed of Trust has been executed and delivered pursuant to: (i) that certain unrecorded Standard Agreement (the "**HCD Standard Agreement**") executed by and between the California Department of Housing and Community Development ("**HCD**") and Beneficiary pertaining to HCD's award of certain funds (the "**IIG Funds**") pursuant to the State of California Infill Infrastructure Program (ii) that certain Loan Agreement, executed by and between Beneficiary and Trustor (the "**Loan Agreement**"), pursuant to which Beneficiary agreed to loan the IIG Funds to Trustor for the purpose of partially financing the Project and related infrastructure improvements, and (iii) a secured promissory note in the amount of $1,953,100 executed by Trustor and evidencing Trustor's obligation to repay the IIG Funds to Beneficiary (the "**Note**"). The HCD Standard Agreement is referred to herein as the "**HCD Documents**" and the Loan Agreement, this Deed of Trust and the Note are referred to herein as the "**Loan Documents**."

C. As a condition precedent to the making of the loan of IIG Funds to Trustor, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure

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repayment of the Note and performance of Trustor's obligations under the HCD Documents and the Loan Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

(a) All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

(b) All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

(c) All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

(d) All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

(e) All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

(f) All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

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(g) All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

(h) All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the Loan Documents as such may be modified, supplemented, amended, renewed or extended; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary at any time Beneficiary is not affiliated with or is not a general partner of Trustor, to protect Beneficiary's interests under this Deed of Trust or any other Loan Document.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy

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afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of

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Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Mariposa County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1. Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds a fee simple interest in the Land and in the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the documents evidencing and securing the Senior Debt (as defined in the Loan Agreement), Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the Loan Documents or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 10.2.

7.2. Condition of Property. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and no condition on the Land violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ii) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Trustor in the Property; (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v)

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Trustor has not received any notice from any insurer of defects of the Property which have not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

7.3. Authority. Trustor represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.4. Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations or the HCD Documents in accordance with the respective terms thereof.

7.5. Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use the IIG Funds solely for purposes authorized by the Loan Documents and the HCD Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and the Improvements solely for purposes authorized by the Loan Documents and the HCD Documents, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the HCD Documents or the Loan Documents.

7.6. Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property, any part thereof, or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered in violation of the Loan Documents taking into account, without limitation, the provisions of Sections 5.16 through 5.19 of the Loan Agreement. Notwithstanding the foregoing, the following transfers are permitted: residential leases, subleases or occupancy agreements with occupants of the Property's residential units. If any such Transfer shall occur in

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violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

7.7. Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Loan Documents and the HCD Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the IIG Funds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following two business days prior notice.

7.8. Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9. Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust.

7.10. Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured in accordance with the HCD Documents.

7.11. Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

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(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.18 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.12. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.14 and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.13. Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary and used to repair and/or restore the Project.

7.14. Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured

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Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.15. Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.16. Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

7.17. Limited Partners Right to Cure. Trustor's limited partners shall have the right, but not the obligation, to cure any default of Trustor hereunder in accordance with the provisions of Section 5.19 of the Loan Agreement.

8. Default and Remedies.

8.1. Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events:

(a) Beneficiary's declaration of an Event of Default under any Loan Document, subject to the expiration of any applicable cure period set forth in such document;

(b) Trustor fails to perform any monetary obligation which arises under this Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

(c) If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.6 hereof and Trustor fails to rescind such conveyance or otherwise cure such breach within the time period specified in in the last paragraph of this Section 8.1;

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(d) Trustor fails to maintain the insurance coverage required hereunder or otherwise fails to comply with the requirements of Section 7.10 hereof and Trustor fails to cure such default within the applicable time specified in Section 7.10;

(e) Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay when due any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within thirty (30) days of the date of delinquency, but in all events prior to the imposition of any such tax or other lien.

(f) Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Loan Document proves to have been false or misleading in any material adverse respect when made;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(h) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof or substantially all of such entity's assets, (iii) orders the liquidation of Trustor or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(i) Trustor fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than one hundred eighty (180) days following receipt of notice of default.

Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor, prior to any action to enforce this Deed of Trust, shall give [Wincopin Circle LLLP] and its successors and assigns (the "Tax Credit Partner") notice and opportunity to cure for a period of not less than (a) fifteen (15) days to cure a monetary default, and (b) thirty (30) days to cure a nonmonetary default; provided, however, if in order to cure such a default Tax Credit Partner reasonably determines that it must remove the general partner of Trustor, Tax Credit Partner shall

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so notify Trustor and so long as Tax Credit Partner is diligently and continuously attempting to so remove such general partner, Tax Credit Partner shall have until the date thirty (30) days after the effective date of the removal of the general partner or general partners to cure such default but in no event more than one (1) year.

8.2. Remedies. Subject to the limitations set forth in Section 4.2 of the Loan Agreement and the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any Loan Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

(b) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(e) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any

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combination and in any manner permitted by applicable law.

8.3. Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the Loan Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.12(c); and

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(b) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

8.4. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under the Loan Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1. Additional Provisions. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and the Property.

10.2. Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case

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notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Beneficiary:	County of Mariposa 5100 Bullion Street Mariposa, CA 95338 Attention: The Honorable Marshall Long, Chairman
Trustor:	Creekside Terrace, L.P. c/o Self-Help Enterprises P.O. Box 6520 Visalia, CA 93290
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, CA 94612 Attention: Lauren B. Fechter
With a copy to: Partnership's limited partner:	Wincopin Circle, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

10.3. Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Mariposa County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

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10.5. Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6. Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Loan Documents. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7. Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary, and unless the amendment or modification has been approved by the limited partners of Trustor. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8. Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by Beneficiary's County Administrative Officer or by any person who shall have been designated by Beneficiary's County Administrative Officer, without further approval by the governing board of Beneficiary.

10.9. Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

10.10. Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

10.11. Partial Subordination to Extended Use Agreement. Trustor and the

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California Tax Credit Allocation Committee may enter into a Regulatory Agreement (the "**TCAC Regulatory Agreement**"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). In the event of a foreclosure of Beneficiary's interest under this Deed of Trust or delivery by the Trustor of a deed in lieu thereof (collectively, a "**Foreclosure**"), the following rule shall apply:

In the event of a Foreclosure, throughout the extended use period specified in the TCAC Regulatory Agreement, with respect to any unit that had been regulated by the TCAC Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

10.12 Subordination. Trustor and Beneficiary agree that the lien of this Deed of Trust is junior and subordinate to the following liens and encumbrances recording concurrently herewith in the Official Records of Mariposa County:

(i) Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or about the date hereof, executed by Trustor in favor of U.S. Bank National Association, a national banking association, and recorded in the real estate records of Mariposa County;

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

[SIGNATURES MUST BE NOTARIZED]

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tulare)

On March 15 2021 before me, Valerie Pedro, a Notary Public in and for said State, personally appeared, Thomas J. Collishaw,
proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15""W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

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LOAN AGREEMENT

This Loan Agreement (this "**Agreement**") is entered into effective as of _____, 2021 ("**Effective Date**") by and between the County of Mariposa (the "**Lender**") and Creekside Terrace L.P., a California limited partnership ("**Borrower**"). Borrower and Lender are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Borrower is the owner of that certain real property located at 5118 Fournier Road, Mariposa, California 95338, as more particularly described in Exhibit A (the "**Property**"). Borrower has proposed to construct 42 multifamily residential units on the Property for rental to extremely low, very low and low income households, including one manager's unit (the **"Project**").

B. Grant funding by the State of California Department of Housing and Community Development ("HCD") from the Infill Infrastructure Grant Program established by HCD in accordance California Health & Safety Code Section 5354.12 (the "**IIG Program**") has been awarded to the Project. The grant funds awarded by HCD with respect to the Project pursuant to the IIG Program are referred to herein as the "**HCD Funds**." This Agreement has been executed and delivered pursuant to and in accordance with (i) that certain Standard Agreement dated as of February 19th, 2021, and executed by and between HCD, Self-Help Enterprises, a California nonprofit public benefit corporation ("**Self-Help**") and Lender pertaining to HCD's award of the HCD Funds (the "**HCD Standard Agreement**"), and (ii) that certain Disbursement Agreement, dated for reference purposes as of February 19th, 2021, by and between HCD and Lender in connection with the Standard Agreement (the "**HCD Disbursement Agreement**"). Collectively, the HCD Standard Agreement and the HCD Disbursement Agreement are referred to herein as the "**HCD Documents**."

C. Borrower has requested, and Lender has agreed, to use the HCD Funds to provide a loan (the "**Loan**") to Borrower, subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of the Project.

D. Concurrently herewith Borrower will execute a promissory note ("**Note**") in the amount of the Loan, which will be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") to be executed by Borrower and recorded against the Property. This Agreement, the Note, and the Deed of Trust are collectively hereinafter referred to as the "**Loan Documents**."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Attachment: IIG agreement (RES-2021-175 : Below Market Rate Loans)

1. THE LOAN AND DISBURSEMENT OF LOAN PROCEEDS.

1.1. Loan and Note. Lender agrees to loan to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed $1,953,100 (the "**Loan Proceeds**") upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Effective Date. Provided that Borrower has complied with all conditions set forth in Section 1.6, the Loan Proceeds shall be disbursed in accordance with Section 1.6 hereof.

1.2. Interest Rate; Principal Payments; Maturity Date. The Note shall bear simple interest at 3% per annum. No payments shall be due until the Maturity Date (as defined below), on which date all outstanding principal shall be due in full. The Note shall mature on the earlier of (i) the fifty-fifth (55th) anniversary of the date of the issuance of a certificate of occupancy or equivalent for the Project, or (ii) the fifty-seventh (57th) anniversary of the date of the Note (the "**Maturity Date**").

1.3. Prepayment. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under the Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.4. Security for the Loan; Recourse.

(a) Repayment of the Note shall be secured by the Deed of Trust.

(b) The Loan is a nonrecourse obligation of Borrower.

1.5. Use of Loan Proceeds. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related infrastructure improvements as set forth in the HCD Documents. Funds shall be disbursed to Borrower on a cost-reimbursement basis in accordance with Section 1.6.

1.6. Disbursement of Proceeds. Upon satisfaction of any conditions set forth in the HCD Disbursement Agreement, provided that Borrower has provided Lender with a written requisition specifying the amount and use of the requested Loan Proceeds ("**Requisition**") accompanied by copies of third-party invoices, evidence of Borrower's payment for services rendered in connection with the Project, Borrower's certification that the funds requested will be used solely for the purposes described in the Requisition, and such other documentation as Lender may reasonably require, including without limitation, all documentation required by HCD, the Lender shall disburse Loan Proceeds to Borrower within five (5) business days following Lender's receipt of such funds from HCD.

1.7. No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the Lender shall have no obligation to disburse any portion of the Loan Proceeds following the occurrence and during the continuation of an Event of Default on the part of Borrower under this Agreement, the Note, the Deed of Trust or an Event of Default under the HCD Documents.

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2. BORROWER COVENANTS.

2.1. Compliance with IIG Program and HCD Documents. Borrower covenants and agrees to comply with all requirements of the IIG Program and HCD Documents as to the use of the Loan Proceeds, construction and operation of the Project, and all other matters related thereto.

2.2. Books and Records. The Lender shall have the right, during business hours and after reasonable notice to Borrower, to inspect and copy Borrower's books and records concerning the Property, the Project and the Loan.

2.3. Other Documents. Upon Lender's reasonable request, Borrower shall deliver to the Lender copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports, loan documents, management plans, and property management agreements.

3. DEFAULT AND REMEDIES.

3.1. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Borrower fails to pay when due the principal and interest payable under the Note, and such failure continues for fifteen (15) days after Lender notifies Borrower thereof in writing.

(b) An Event of Default on the part of Borrower is declared under the Note, the Deed of Trust or the HCD Documents.

(c) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower (or any general partner thereof) (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower ; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity's assets, (iii) orders the liquidation of Borrower (or any general partner thereof), or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(e) Borrower fails to maintain insurance as required pursuant to the HCD Documents and Borrower fails to cure such default within 10 days of notice thereof.

(f) Borrower fails to use Loan Proceeds in accordance with this

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Agreement or fails to use Loan Proceeds in accordance with Borrower's request for disbursement.

(g) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 4.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 180 days from the receipt of notice of default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

3.2. Remedies. Upon the occurrence of an Event of Default, the Lender shall have the following rights, in addition to any other rights and remedies provided by law:

(a) The Lender may declare the entire outstanding principal balance of the Loan and interest accrued thereon immediately due and payable;

(b) The Lender may foreclose on the Property pursuant to the Deed of Trust, subject to the limitations set forth in Section 5.20 of this Agreement;

(c) The Lender may seek an order of specific performance; and

(d) The Lender may terminate this Agreement.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein, in the Note, or the Deed of Trust. The Lender may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

4. MISCELLANEOUS.

4.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, Lender's obligation to make the Loan is personal to Borrower, and this Agreement shall not be assignable by Borrower by operation of law or otherwise absent the express written consent of Lender.

4.2. Insurance. Borrower shall maintain and keep in force, at Borrower's expense, the insurance coverage required pursuant to the HCD Documents. For each of Borrower's insurance policies, Borrower shall provide to Lender within ten (10) days following execution of this Agreement, but in no event later than the initial disbursement of Loan Proceeds, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without 30 days written notice to the Lender prior to the effective date of such cancellation, change in coverage or expiration. Upon request by the Lender from

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time to time, Borrower shall deliver to the Lender originals or copies of all such insurance policies and certificates evidencing such policies.

4.3. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Lender:	County of Mariposa 5100 Bullion Street Mariposa, CA 95338 Attention: The Honorable Marshall Long, Chairman
Borrower:	Creekside Terrace, L.P. c/o Self-Help Enterprises P.O. Box 6520 Visalia, CA 93290
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, CA 94612 Attention: Lauren B. Fechter
With a copy to: Partnership's limited partner:	Wincopin Circle, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044

Addresses for notice may be changed from time to time by notice to all other parties.

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Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

4.4. Waiver, Modification and Amendment. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, executed by the Parties, and unless the amendment or modification has been approved by the limited partners of Borrower.

4.5. Consents. Whenever the consent or approval of the Lender is required under the Loan Documents, the Lender agrees that such consent or approval will not be unreasonably withheld or delayed.

4.6. Further Assurances. The Parties shall execute, acknowledge and deliver to the other Parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

4.7. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish Borrower and Lender as partners, co-venturers, or principal and agent with one another.

4.8. Action by the Lender. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Lender is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lender's County Administrative Officer or by any person who shall have been designated by the Lender's County Administrative Officer, without further approval by the Lender's governing board unless the Lender Executive Director determines in his or her discretion that such action requires such approval.

4.9. Non□Liability of Lender and Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to Borrower, or any successor in interest to either in the event of any default or breach by the Lender, or for any amount of money which may become due to Borrower or any successor to either, or for any obligation of Lender under this Agreement.

4.10. Captions; Construction; Time is of the Essence. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Time is of the essence in the performance of this Agreement.

Attachment: IIG agreement (RES-2021-175 : Below Market Rate Loans)

4.11. Governing Law; Venue. This Agreement, the Note, and the Deed of Trust, shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. The Parties consent to the jurisdiction of any federal or state court having jurisdiction in Mariposa County, California. Borrower agrees that any controversy arising under or in relation to this Agreement, the Note, or the Deed of Trust, shall be litigated exclusively in courts having jurisdiction in Mariposa County. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

4.12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

4.13. Entire Agreement; Exhibits. This Agreement, together with the Note, the Deed of Trust, and the HCD Documents and the additional documents referenced herein contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

4.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

4.15. Lender Status. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein or in the Note or as otherwise required by law.

4.16. Removal of General Partner. Notwithstanding anything to the contrary in this Agreement, or any of the other Loan Documents, the removal and/or replacement of Borrower's general partner in accordance with the rights and remedies afforded under the Borrower's partnership agreement shall not require the consent of Lender, constitute a default under any of the Loan Documents or accelerate the maturity of the Loan. In the case of such a removal or replacement, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such removal or replacement.

4.17. Transfer of Limited Partner Interest. Notwithstanding anything to the contrary in any of the Loan Documents, the interests of the Borrower's limited partners shall be transferable, either directly or indirectly, and such transfer shall not require the consent of Lender or constitute a default under any of the Loan Documents. In the case of such transfer, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such transfer.

4.18. Withdrawal of a Partner. Notwithstanding anything to the contrary in any of the Loan Documents, neither the withdrawal, removal, replacement, and/or addition of the general partner pursuant to the terms of Borrower's partnership agreement, nor the withdrawal, replacement, and/or addition of any of Borrower's limited partners or its limited

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partner's general partners or members, shall constitute an Event of Default or default under any of the Loan Documents, and such actions shall not accelerate the maturity of the Loan.

4.19. Cure by Limited Partner. Lender agrees that any of the limited partners of Borrower shall have the right, but not the obligation, to cure any Event of Default or default by Borrower under any of the Loan Documents; provided, however, the cure period shall be extended by 60 days from written notice thereof to the limited partners. Lender further agrees any cure of any Event of Default or default made by the limited partners of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made by Borrower. Lender further agrees that the removal and replacement of a general partner shall be deemed a cure of any default arising under Sections 4.1(c) or (d). Provided that Lender has been given written notice of the address for delivery of notices to the limited partners, Lender shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Borrower, and as to the limited partners, the cure periods specified herein shall commence upon the date of receipt of such notice to Borrower's limited partner at the following address:

c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044

[SIGNATURES ON FOLLOWING PAGE]

Attachment: IIG agreement (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

LENDER:

County of Mariposa

By: _____
Name: _____
Title: _____

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

Attachment: IIG agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15"'W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

Attachment: IIG agreement (RES-2021-175 : Below Market Rate Loans)

SECURED PROMISSORY NOTE

$256,000

Mariposa, California
_____, 2021

FOR VALUE RECEIVED, Creekside Terrace, L.P., a California limited partnership ("**Borrower**"), promises to pay to the County of Mariposa ("**Lender**") Two Hundred Fifty-Six Thousand and 00/100 Dollars ($256,000) or so much thereof as may be advanced by Lender from time to time pursuant to the Loan Agreement referred to below.

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with (i) the California Department of Housing and Community Development ("**HCD**") award of funds pursuant to the State of California Permanent Local Housing Allocation Program evidenced by that certain award announcement letter referencing Contract No. 20-PLHA-15101 addressed to the Chairman of the Lender's Board of Supervisors, from Jennifer Seeger, HCD Deputy Director, and dated October 21, 2020; (ii) that certain Loan Agreement dated of or about even date herewith and executed by and between Lender and Borrower (the "**Loan Agreement**"); and (iii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated of or about even date herewith by Borrower, as trustor, and Lender, as beneficiary (the "**Deed of Trust**").

Borrower has requested, and Lender has agreed, to loan to Borrower certain funds that Lender receives from HCD (the "**HCD Funds**"), solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of an affordable housing development (the "**Project**") on certain real property located at 5118 Fournier Road, Mariposa, California 95338 (the "**Property**").

This Note is secured by the Deed of Trust, which shall be recorded against the Property. Lender shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Loan Agreement and in the Deed of Trust.

1. PAYMENTS.

1.1. INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE. The Note shall bear simple interest at 3% per annum. This Note shall be due and payable fifty-seven (57) years from the date hereof but not later than December 31, 2078 ("**Maturity Date**"). Prior to the Maturity Date, beginning in the year 2023, not later than June 30th and subject to the requirements of any applicable Project loan documents, Maker shall make annual principal payments to the Payee over the remaining term of the Note to the extent available from Cash Flow for the previous year, as such term is defined in the Amended and Restated Limited Partnership Agreement of Maker dated of or about even date herewith (the "**Partnership Agreement**"), in the amount and in the priority described in Exhibit A-4 of the Partnership Agreement. Any unpaid amount shall accrue and be due in subsequent year(s) to the extent of available Cash Flow.

1.2. PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof,

Attachment: PLHA note (RES-2021-175 : Below Market Rate Loans)

"**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.3. MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to Lender at 5100 Bullion Street, Mariposa, CA, 95338, Attention: Board of Supervisors, or such other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. DEFAULTS AND REMEDIES.

2.1. EVENTS OF DEFAULT. The occurrence of an Event of Default (as such term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default hereunder ("**Event of Default**").

2.2. REMEDIES. Subject to the limitations set forth in Section 4.2 of the Loan Agreement, upon the occurrence of an Event of Default hereunder, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it under applicable law, and (iii) exercise any and all rights and remedies available to Lender, including without limitation the right to pursue foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender including, without limitation, reasonable attorneys' fees, incurred in connection with Lender's enforcement of this Note and the exercise of any or all of its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of Lender under this Note shall be cumulative and not alternative.

2.3. LIMITED PARTNER CURE. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

3. MISCELLANEOUS.

3.1. WAIVERS; BORROWER'S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

Attachment: PLHA note (RES-2021-175 : Below Market Rate Loans)

3.2. NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 5.3 and 5.19 of the Loan Agreement.

3.3. SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4. GOVERNING LAW. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws.

3.5. PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

3.6. SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender, and unless the amendment or modification has been approved by the limited partners of Borrower.

3.7. RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

3.8. TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9. NONRECOURSE. This Note is a non-recourse obligation of the Borrower.

[SIGNATURE PAGE FOLLOWS]

Attachment: PLHA note (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Honorable Marshall Long, Chairman
Board of Supervisors
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Space above this line for Recorder's use.

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(Creekside Terrace)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 2021, by Creekside Terrace, L.P., a California limited partnership ("**Trustor**"), to Inter-County Title Co., Tuolumne-Mariposa Division, a California corporation ("**Trustee**"), for the benefit of the County of Mariposa ("**Beneficiary**").

RECITALS

A. Trustor irrevocably grants, transfers, and assigns to Trustee in Trust, with Power of Sale Trustor's interest in that certain real property located in the City of Mariposa, County of Mariposa, State of California at 5118 Fournier Road, Mariposa, California 95338 (the "**Land**"), more particularly described in Exhibit A attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

Trustor intends to construct, own, and operate an affordable multifamily residential development on the Land (the "**Project**").

B. This Deed of Trust has been executed and delivered pursuant to: (i) the California Department of Housing and Community Development ("**HCD**") award of certain funds pursuant to the State of California Permanent Local Housing Allocation Program (the "**PLHA Funds**") evidenced by that certain award announcement letter referencing Contract No. 20-PLHA-15101 addressed to the Chairman of the Lender's Board of Supervisors, from Jennifer Seeger, HCD Deputy Director, and dated October 21, 2020; (ii) that certain Loan Agreement, executed by and between Beneficiary and Trustor, pursuant to which Beneficiary agreed to loan the PLHA Funds to Trustor for the purpose of partially financing the Project and related infrastructure improvements(the "**Loan Agreement**"); and (iii) a secured promissory note in the amount of $256,000 executed by Trustor and evidencing Trustor's obligation to repay the PLHA Funds to Beneficiary (the "**Note**"). The Loan Agreement, this Deed of Trust and the Note are referred to herein as the "**Loan Documents**."

C. As a condition precedent to the making of the loan of PLHA Funds to Trustor, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure

Attachment: PLHA DOT (RES-2021-175 : Below Market Rate Loans)

repayment of the Note and performance of Trustor's obligations under the Loan Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

(a) All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

(b) All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

(c) All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

(d) All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

(e) All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

(f) All revenues, income, rents, royalties, payments, and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

(g) All architectural, structural, and mechanical plans, specifications, design

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documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

(h) All interests and rights in any private or governmental grants, subsidies, loans, or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the Loan Documents as such may be modified, supplemented, amended, renewed or extended; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary at any time Beneficiary is not affiliated with or is not a general partner of Trustor, to protect Beneficiary's interests under this Deed of Trust or any other Loan Document.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently, and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income, and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee, and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right

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to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted

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hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Mariposa County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1. Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds a fee simple interest in the Land and in the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the documents evidencing and securing the Senior Debt (as defined in the Loan Agreement), Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the Loan Documents or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 10.2.

7.2. Condition of Property. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and no condition on the Land violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ii) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Trustor in the Property; (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v) Trustor has not received any notice from any insurer of defects of the Property which have

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not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

7.3. Authority. Trustor represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.4. Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations and in accordance with the terms thereof.

7.5. Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use the PLHA Funds solely for purposes authorized by the Loan Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals, and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish, or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and the Improvements solely for purposes authorized by the Loan Documents, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Loan Documents.

7.6. Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property, any part thereof, or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered in violation of the Loan Documents taking into account, without limitation, the provisions of Sections 5.16 through 5.19 of the Loan Agreement. Notwithstanding the foregoing, the following transfers are permitted: residential leases, subleases, or occupancy agreements with occupants of the Property's residential units. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become

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due and payable, subject to any applicable cure period.

7.7. Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Loan Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the PLHA Funds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following two business days prior notice.

7.8. Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments, and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9. Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust.

7.10. Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured in accordance with the Loan Documents.

7.11. Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve, and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

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(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.18 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.12. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.14 and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.13. Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary and used to repair and/or restore the Project.

7.14. Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.15. Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then

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held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.16. Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

7.17. Limited Partners Right to Cure. Trustor's limited partners shall have the right, but not the obligation, to cure any default of Trustor hereunder in accordance with the provisions of Section 5.19 of the Loan Agreement.

8. Default and Remedies.

8.1. Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events:

(a) Beneficiary's declaration of an Event of Default under any Loan Document, subject to the expiration of any applicable cure period set forth in such document;

(b) Trustor fails to perform any monetary obligation which arises under this Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

(c) If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.6 hereof and Trustor fails to rescind such conveyance or otherwise cure such breach within the time period specified in in the last paragraph of this Section 8.1;

(d) Trustor fails to maintain the insurance coverage required hereunder or otherwise fails to comply with the requirements of Section 7.10 hereof and Trustor fails to cure such default within the applicable time specified in Section 7.10;

(e) Subject to Trustor's right to contest such charges as provided

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herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay when due any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within thirty (30) days of the date of delinquency, but in all events prior to the imposition of any such tax or other lien.

(f) Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Loan Document proves to have been false or misleading in any material adverse respect when made;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(h) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof or substantially all of such entity's assets, (iii) orders the liquidation of Trustor or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(i) Trustor fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than one hundred eighty (180) days following receipt of notice of default.

Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor, prior to any action to enforce this Deed of Trust, shall give Wincopin Circle LLLP and its successors and assigns (the "Tax Credit Partner") notice and opportunity to cure for a period of not less than (a) fifteen (15) days to cure a monetary default, and (b) thirty (30) days to cure a nonmonetary default; provided, however, if in order to cure such a default Tax Credit Partner reasonably determines that it must remove the general partner of Trustor, Tax Credit Partner shall so notify Trustor and so long as Tax Credit Partner is diligently and continuously attempting to so remove such general partner, Tax Credit Partner shall have until the date thirty (30) days after the effective date of the removal of the general partner or general partners to cure such default but in no event more than one (1) year.

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8.2. Remedies. Subject to the limitations set forth in Section 4.2 of the Loan Agreement and the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any Loan Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

(b) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage, and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(e) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3. Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof,

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and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the Loan Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.12(c); and

(b) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

8.4. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any

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proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under the Loan Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1. Additional Provisions. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and the Property.

10.2. Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

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(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Beneficiary:	County of Mariposa 5100 Bullion Street Mariposa, CA 95338 Attention: The Honorable Marshall Long, Chairman
Trustor:	Creekside Terrace, L.P. c/o Self-Help Enterprises P.O. Box 6520 Visalia, CA 93290
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, CA 94612 Attention: Lauren B. Fechter
With a copy to: Partnership's limited partner:	Wincopin Circle, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

10.3. Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Contra Costa, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5. Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

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10.6. Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Loan Documents. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7. Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary, and unless the amendment or modification has been approved by the limited partners of Trustor. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8. Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made, or taken by Beneficiary's County Administrative Officer or by any person who shall have been designated by Beneficiary's County Administrative Officer, without further approval by the governing board of Beneficiary.

10.9. Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

10.10. Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

10.11. Partial Subordination to Extended Use Agreement. Trustor and the California Tax Credit Allocation Committee may enter into a Regulatory Agreement (the "**TCAC Regulatory Agreement**"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). In the event of a foreclosure of Beneficiary's interest under this Deed of Trust or delivery by the Trustor of a deed in lieu thereof (collectively, a "**Foreclosure**"), the

Attachment: PLHA DOT (RES-2021-175 : Below Market Rate Loans)

following rule shall apply:

In the event of a Foreclosure, throughout the extended use period specified in the TCAC Regulatory Agreement, with respect to any unit that had been regulated by the TCAC Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

10.12 Subordination. Trustor and Beneficiary agree that the lien of this Deed of Trust is junior and subordinate to the following liens and encumbrances recording concurrently herewith in the Official Records of Mariposa County:

(i) Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or about the date hereof, executed by Trustor in favor of U.S. Bank National Association, a national banking association, and recorded in the real estate records of Mariposa County;

(ii) County Infill Infrastructure Grant Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated on or about the date hereof, executed by Trustor in favor of the County of Mariposa, and recorded in the real estate records of the same.

(iii) County Whole Person Care Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated on or about the date hereof, executed by Trustor in favor of the County of Mariposa, and recorded in the real estate records of the same.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: PLHA DOT (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

[SIGNATURES MUST BE NOTARIZED]

Attachment: PLHA DOT (RES-2021-175 : Below Market Rate Loans)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tulare)

On March 15, 2021 before me, Valerie Pedro, a Notary Public in and for said State, personally appeared, Thomas J. Collishaw, proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro

Attachment: PLHA DOT (RES-2021-175 : Below Market Rate Loans)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15"'W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

Attachment: PLHA DOT (RES-2021-175 : Below Market Rate Loans)

LOAN AGREEMENT

This Loan Agreement (this "**Agreement**") is entered into effective as of _____, 2021 ("**Effective Date**") by and between the County of Mariposa (the "**Lender**") and Creekside Terrace L.P., a California limited partnership ("**Borrower**"). Borrower and Lender are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Borrower is the owner of that certain real property located at 5118 Fournier Road, Mariposa, California 95338, as more particularly described in Exhibit A (the "**Property**"). Borrower has proposed to construct 42 multifamily residential units on the Property for rental to extremely low, very low and low income households, including one manager's unit (the "**Project**").

B. Grant funding by the State of California Department of Housing and Community Development ("HCD") from the Permanent Local Housing Allocation Program administered by HCD (the "**PLHA Program**") has been awarded to the Project. The grant funds awarded by HCD with respect to the Project pursuant to the PLHA Program are referred to herein as the "**HCD Funds**."

C. The Lender is authorized to loan the HCD Funds pursuant to that certain award announcement letter referencing Contract No. 20-PLHA-15101 addressed to the Chairman of the Lender's Board of Supervisors, from Jennifer Seeger, HCD Deputy Director, and dated October 21, 2020.

D. Borrower has requested, and Lender has agreed, to use the HCD Funds to provide a loan (the "**Loan**") to Borrower, subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of the Project.

E. Concurrently herewith Borrower will execute a promissory note ("**Note**") in the amount of the Loan, which will be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") to be executed by Borrower and recorded against the Property. This Agreement, the Note, and the Deed of Trust are collectively hereinafter referred to as the "**Loan Documents**."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. THE LOAN AND DISBURSEMENT OF LOAN PROCEEDS.

1.1. Loan and Note. Lender agrees to loan to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed $256,000 (the "**Loan Proceeds**") upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Effective Date. Provided that Borrower has complied with all conditions set forth in Section 1.6, the Loan Proceeds shall be disbursed in accordance with Section 1.6 hereof.

1.2. Interest Rate; Principal Payments; Maturity Date. The Loan shall bear

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

simple interest at 3% per annum. Payments shall be made from residual receipts in accordance with the terms of the Note.

1.3. Prepayment. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under the Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.4. Security for the Loan; Recourse.

(a) Repayment of the Note shall be secured by the Deed of Trust.

(b) The Loan is a nonrecourse obligation of Borrower.

1.5. Use of Loan Proceeds. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related infrastructure improvements. Funds shall be disbursed to Borrower on a cost-reimbursement basis in accordance with Section 1.6.

1.6. Disbursement of Proceeds. The Lender shall disburse the Loan Proceeds to Borrower within five (5) business days following Lender's receipt of such funds from DHCS.

1.7. No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the Lender shall have no obligation to disburse any portion of the Loan Proceeds following the occurrence and during the continuation of an Event of Default on the part of Borrower under this Agreement, the Note, or the Deed of Trust.

2. RESERVED.

3. BORROWER COVENANTS.

3.1. Compliance with PLHA Program. Borrower covenants and agrees to comply with all requirements of the PLHA Program as to the use of the Loan Proceeds, construction and operation of the Project, and all other matters related thereto.

3.2. Books and Records. The Lender shall have the right, during business hours and after reasonable notice to Borrower, to inspect and copy Borrower's books and records concerning the Property, the Project, and the Loan.

3.3. Other Documents. Upon Lender's reasonable request, Borrower shall deliver to the Lender copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports, loan documents, management plans, and property management agreements.

4. DEFAULT AND REMEDIES.

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

4.1. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Borrower fails to pay when due the principal and interest payable under the Note, and such failure continues for fifteen (15) days after Lender notifies Borrower thereof in writing.

(b) An Event of Default on the part of Borrower is declared under the Note, or the Deed of Trust.

(c) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower (or any general partner thereof) (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower ; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity's assets, (iii) orders the liquidation of Borrower (or any general partner thereof), or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(e) Borrower fails to maintain insurance as required pursuant to this Agreement and Borrower fails to cure such default within 10 days of notice thereof.

(f) Borrower fails to use Loan Proceeds in accordance with this Agreement or fails to use Loan Proceeds in accordance with Borrower's request for disbursement.

(g) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 4.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 180 days from the receipt of notice of default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

4.2. Remedies. Upon the occurrence of an Event of Default, the Lender shall have the following rights, in addition to any other rights and remedies provided by law:

(a) The Lender may declare the entire outstanding principal balance of

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

the Loan and interest accrued thereon immediately due and payable;

(b) The Lender may foreclose on the Property pursuant to the Deed of Trust, subject to the limitations set forth in Section 5.20 of this Agreement;

(c) The Lender may seek an order of specific performance; and

(d) The Lender may terminate this Agreement.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein, in the Note, or the Deed of Trust. The Lender may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

5. MISCELLANEOUS.

5.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, Lender's obligation to make the Loan is personal to Borrower, and this Agreement shall not be assignable by Borrower by operation of law or otherwise absent the express written consent of Lender.

5.2. Insurance. Borrower shall maintain and keep in force, at Borrower's expense and discretion reasonable amounts of property and general liability insurance coverage. For each of Borrower's insurance policies, Borrower shall provide to Lender within ten (10) days following execution of this Agreement, but in no event later than the initial disbursement of Loan Proceeds, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without 30 days written notice to the Lender prior to the effective date of such cancellation, change in coverage or expiration. Upon request by the Lender from time to time, Borrower shall deliver to the Lender originals or copies of all such insurance policies and certificates evidencing such policies.

5.3. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Lender:	County of Mariposa 5100 Bullion Street Mariposa, CA 95338 Attention: The Honorable Marshall Long, Chairman
Borrower:	Creekside Terrace, L.P. c/o Self-Help Enterprises P.O. Box 6520 Visalia, CA 93290
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, CA 94612 Attention: Lauren B. Fechter
With a copy to: Partnership's limited partner:	Wincopin Circle, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

5.4. Waiver, Modification and Amendment. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, executed by the Parties, and unless the amendment or modification has been approved by the limited partners of Borrower.

5.5. Consents. Whenever the consent or approval of the Lender is required under the Loan Documents, the Lender agrees that such consent or approval will not be unreasonably withheld or delayed.

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

5.6. Further Assurances. The Parties shall execute, acknowledge and deliver to the other Parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

5.7. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish Borrower and Lender as partners, co-venturers, or principal and agent with one another.

5.8. Action by the Lender. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Lender is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lender's Executive Director or by any person who shall have been designated by the Lender's Executive Director, without further approval by the Lender's governing board unless the Lender Executive Director determines in his or her discretion that such action requires such approval.

5.9. Non Liability of Lender and Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to Borrower, or any successor in interest to either in the event of any default or breach by the Lender, or for any amount of money which may become due to Borrower or any successor to either, or for any obligation of Lender under this Agreement.

5.10. Captions; Construction; Time is of the Essence. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Time is of the essence in the performance of this Agreement.

5.11. Governing Law; Venue. This Agreement, the Note, and the Deed of Trust shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. The Parties consent to the jurisdiction of any federal or state court having jurisdiction in Mariposa County, California. Borrower agrees that any controversy arising under or in relation to this Agreement, the Note, or the Deed of Trust, shall be litigated exclusively in courts having jurisdiction in Mariposa County. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

5.12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

5.13. Entire Agreement; Exhibits. This Agreement, together with the Note, the Deed of Trust, and the additional documents referenced herein contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.

5.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

5.15. Lender Status. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein or in the Note or as otherwise required by law.

5.16. Removal of General Partner. Notwithstanding anything to the contrary in this Agreement, or any of the other Loan Documents, the removal and/or replacement of Borrower's general partner in accordance with the rights and remedies afforded under the Borrower's partnership agreement shall not require the consent of Lender, constitute a default under any of the Loan Documents or accelerate the maturity of the Loan. In the case of such a removal or replacement, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such removal or replacement.

5.17. Transfer of Limited Partner Interest. Notwithstanding anything to the contrary in any of the Loan Documents, the interests of the Borrower's limited partners shall be transferable, either directly or indirectly, and such transfer shall not require the consent of Lender or constitute a default under any of the Loan Documents. In the case of such transfer, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such transfer.

5.18. Withdrawal of a Partner. Notwithstanding anything to the contrary in any of the Loan Documents, neither the withdrawal, removal, replacement, and/or addition of the general partner pursuant to the terms of Borrower's partnership agreement, nor the withdrawal, replacement, and/or addition of any of Borrower's limited partners or its limited partner's general partners or members, shall constitute an Event of Default or default under any of the Loan Documents, and such actions shall not accelerate the maturity of the Loan.

5.19. Cure by Limited Partner. Lender agrees that any of the limited partners of Borrower shall have the right, but not the obligation, to cure any Event of Default or default by Borrower under any of the Loan Documents; provided, however, the cure period shall be extended by 60 days from written notice thereof to the limited partners. Lender further agrees any cure of any Event of Default or default made by the limited partners of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made by Borrower. Lender further agrees that the removal and replacement of a general partner shall be deemed a cure of any default arising under Sections 4.1(c) or (d). Provided that Lender has been given written notice of the address for delivery of notices to the limited partners, Lender shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Borrower, and as to the limited partners, the cure periods specified herein shall commence upon the date of receipt of such notice to Borrower's limited partner at the following address:

c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044

[SIGNATURES ON FOLLOWING PAGE]

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

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Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

LENDER:

County of Mariposa

By: _____
Name: _____
Title: _____

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15"'W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

Attachment: PLHA Agreement (RES-2021-175 : Below Market Rate Loans)

WHEN RECORDED MAIL TO:

Kutak Rock LLP
8601 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85253
Attn: Heather Aeschleman

(SPACE ABOVE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN CERTAIN INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT ("***Agreement***") is made as of _____, 2021, by and among **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("***Borrower***"), the **COUNTY OF MARIPOSA**, a Political Subdivision of the State of California (the "***County***"), **SELF-HELP ENTERPRISES**, a California nonprofit public benefit corporation (the "***SHE***"; and together with the County, the "***Junior Lienholders***", each a "***Junior Lienholder***"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("***Bank***").

RECITALS

A. Borrower owns and intends to construct a 42-unit affordable housing apartment project (the "***Project***") located on the real property described on **Exhibit A** attached hereto (the "***Property***").

B. Borrower has applied to Bank for a loan in the maximum principal amount of **[$13,600,000]** (the "***Loan***"), for the purpose of financing a portion of the costs of the acquisition and construction of the Project, as evidenced by the Construction Loan Note dated as of the date hereof executed by Borrower in favor of Lender (as the same from time to time may be amended, modified, extended, renewed or restated, the "***Note***").

C. Borrower and Bank have entered into that Construction Loan Agreement dated as of the date hereof (as the same from time to time may be amended, modified, extended, renewed or restated, the "***Loan Agreement***").

D. Borrower's obligations to Bank under the Loan Agreement and the Note are secured by, among other things, (i) that certain Construction Deed of Trust, Assignment of Leases

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

and Rents, Security Agreement and Fixture Filing, dated as of even date herewith made by Borrower for the benefit of Bank (the "***Senior Deed of Trust***"), and (ii) the Loan Documents described in the Loan Agreement. The Senior Deed of Trust is being recorded substantially concurrently herewith in the official records of the County of Mariposa, California ("***Official Records***"). The Senior Deed of Trust, the Loan Agreement, the Note and the other Loan Documents (as defined in the Loan Agreement) are hereinafter collectively referred to as the "***Senior Loan Documents***".

E. Junior Lienholders have agreed to provide the following loans to Borrower to pay a portion of the costs of the development and construction of the Project:

Junior Lienholder	Loan Designation	Amount
County	"***HCD-IIG Loan***"	[$1,953,000]
County	"***HCD-PLHA Loan***"	[$256,000]
County	"***DHCS WPC Loan***"	[$600,000]
SHE	"***Sponsor Loan***"	[$569,000]

F. The documents evidencing and securing the HCD-IIG Loan are set forth on **Exhibit B** attached hereto (collectively, the "***HCD-IIG Loan Documents***"). The documents evidencing and securing the HCD-PLHA Loan are set forth on **Exhibit C** attached hereto (collectively, the "***HCD-PLHA Loan Documents***"). The documents evidencing and securing the DHCS WPC Loan are set forth on **Exhibit D** attached hereto (collectively, the "***DHCS WPC Loan Documents***"). The documents evidencing the Sponsor Loan are set forth on **Exhibit E** attached hereto (collectively, the "***Sponsor Loan Documents***"). The HCD-IIG Loan Documents, the HCD-PLHA Loan Documents, the DHCS WPC Loan Documents, and the Sponsor Loan Documents, together with any other materials entered into with a Junior Lienholder with respect to the Project or the above loans, are referred to herein collectively as the "***Junior Obligation Documents***").

G. As used herein, the term "***Junior Obligations***" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to any Junior Lienholder under the Junior Obligation Documents, together with all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

H. As used herein, the term "***Bank Indebtedness***" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Bank under the Senior Loan Documents, together with all interest accruing thereon and all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

I. Pursuant to the Senior Deed of Trust and the other Senior Loan Documents, Borrower is not entitled to further encumber the Property without the prior written consent of Bank, which consent may be withheld in Bank's sole discretion.

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

J. It is a condition precedent to Bank to entering into the Senior Loan Documents and permitting the recordation of any of the Junior Obligation Documents that the Senior Deed of Trust and the other Senior Loan Documents be and remain at all times a lien or charge upon the Property, prior and superior to the liens or charges of the Junior Obligation Documents.

K. Bank is willing to permit the recordation of the recordable Junior Obligation Documents, provided that (1) the Senior Deed of Trust and the other Senior Loan Documents are a lien or charge upon the Property prior and superior to the liens or charges of the Junior Obligation Documents, and (2) each Junior Lienholder will specifically subordinate the liens or charges of the respective Junior Obligation Documents to the lien or charge of the Senior Loan Documents.

L. Each Junior Lienholder is willing to agree that the Senior Loan Documents shall constitute a lien or charge upon the Property which is prior and superior to the liens or charges of the respective Junior Obligation Documents. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

M. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Bank to make the Loan, it is hereby declared, understood, and agreed as follows:

1. Subordination. The Senior Deed of Trust in favor of Bank, and all amendments, modifications, extensions and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Junior Obligation Documents. Each Junior Lienholder intentionally and unconditionally subordinates the lien or charge of the respective Junior Obligation Documents in favor of the lien or charge upon said land of the Senior Deed of Trust in favor of Bank, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

2. Only Agreement Regarding Subordination. Bank would not permit the recordation of any Junior Obligation Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Obligation Documents to the lien or charge of the Senior Deed of Trust (except with respect to the subordination provisions contained in the Junior Obligation Documents, to the extent not inconsistent with any provision of this Agreement).

3. Loan Disbursements. In making disbursements pursuant to any of the Senior Loan Documents, Bank is under no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom Bank disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Senior Loan Documents shall not defeat the subordination herein made in whole or in part.

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

4. Consent and Approval. Each Junior Lienholder has received and consents to and approves the Senior Loan Documents, including but not limited to any extension, modification and/or amendment of said agreements, between Borrower and Bank. No decision by any Junior Lienholder to review or not review the Senior Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Each Junior Lienholder and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all Bank Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments under the Junior Obligation Documents, if required, as long as all payments under the Senior Deed of Trust and the other Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no Event of Default exists under the Loan Agreement and no event exists which, with the lapse of time or the giving of notice or both, would be an Event of Default under the Bank Indebtedness of which any Junior Lienholder has received notice; and (ii) the payment would not result in a violation of any of Borrower's financial covenants set forth in any of the documents evidencing the Loan ("***Permitted Payments***").

5.3 Payment Subordination. Except for any Permitted Payments, (a) all of the Bank Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the Bank Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Bank the full amount of the Bank Indebtedness before making any payments to any Junior Lienholder due under the Junior Obligations.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if a Junior Lienholder shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Bank after notice to such Junior Lienholder.

5.5 Repayment of Bank Indebtedness. This Agreement shall remain in full force and effect until all amounts due under the Note and the Loan Agreement are fully repaid in accordance with the terms of the Senior Loan Documents and all of the terms of this Agreement have been complied with.

5.6 Standstill. Each Junior Lienholder agrees that, without the Bank's prior written consent, it will not accelerate the Junior Obligations, commence foreclosure proceedings

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

5.7 Assignment or Modification of Junior Obligation Documents. The Borrower and each Junior Lienholder agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Bank in each instance, amend or modify any provision of the Junior Obligation Documents. Each Junior Lienholder further agrees that it may not assign any portion of its interest in the Junior Obligation Documents without the prior written consent of Bank.

5.8 Assignment or Modification of Loan and Senior Loan Documents. Each Junior Lienholder acknowledges and agrees that Bank, at any time, shall have the right to sell, assign, transfer, or negotiate the Loan and the Senior Loan Documents, in whole or in part, and to grant participation interests in the Loan and the Senior Loan Documents, without the consent of Junior Lienholders. Each Junior Lienholder acknowledges and agrees that Bank may amend or modify any provision of the Senior Loan Documents without the consent of Junior Lienholders.

6. Bank Agreements.

6.1 Bank agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "***Foreclosure Remedy***") unless the Junior Lienholders have first been given thirty (30) days written notice of the Event(s) of Default giving Bank the right to complete such Foreclosure Remedy, and unless the Junior Lienholders have failed, within such thirty (30) day period, to cure such Event(s) of Default; provided, however, that Bank shall be entitled during such thirty (30) day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Bank has accelerated the Loan and a Junior Lienholder cures all Events of Default giving rise to such acceleration within the thirty (30) day cure period described above, such cure shall have the effect of de-accelerating the Loan; provided, however, that such de-acceleration shall not waive or limit any of Bank's rights to accelerate the Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Bank shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to any Junior Lienholder for failure to provide timely notice to a Junior Lienholder required hereunder, and that Bank's liability hereunder shall be expressly limited to actual and consequential damages to the Junior Lienholders directly caused by Bank's completion of a Foreclosure Remedy without Junior Lienholders receiving the notice and opportunity to cure described above. Bank shall give Junior Lienholders notice at the address set forth below or such other address as a Junior Lienholders may instruct Bank in writing from time to time:

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

County of Mariposa
P.O. Box 784
Mariposa, California 95338
Attention: Board Chair

Self-Help Enterprises
P.O. Box 6520
Visalia, California 93290
Attn: Tom Collishaw

6.2 Junior Lienholders shall also have the right, during the thirty (30) day cure period described in Section 6.1, above, to elect, by delivering irrevocable written notice ("***Election Notice***") of its election to Bank, to purchase the Loan from Bank for a purchase price ("***Senior Loan Purchase Price***") equal to the sum of (i) the outstanding principal balance of the Loan on the Closing Date (as defined below), plus (ii) all accrued and unpaid interest on the Loan through and including the Closing Date, plus (iii) all other accrued and unpaid fees, costs and expenses payable by Borrower under the Senior Loan Documents, plus (iv) all costs and expenses incurred by Bank in connection with the sale of the Loan to the Junior Lienholders. The sale of the Loan by Bank to a Junior Lienholder under this Section shall be made (a) without recourse, representation or warranty by Bank of any kind, express or implied, and (b) close on the date ("***Closing Date***") which is fifteen (15) days after the Junior Lienholder gives the Election Notice to Bank. On the Closing Date, the applicable Junior Lienholder shall pay to Bank, in immediately available funds and lawful monies of the United States of America, the Senior Loan Purchase Price. Each Lienholder shall give Bank the notice required under this Section 6.2 in accordance with the Senior Note.

7. Bankruptcy Provisions.

7.1 In the event of any proceedings to liquidate, dissolve or wind up the Borrower, or of any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceedings relative to the Borrower or its property (a "***Bankruptcy Proceeding***"), to the fullest extent permitted by law, the payment and lien priorities set forth in this Agreement shall be respected and enforced in any such Bankruptcy Proceeding, and each Junior Lienholder and Borrower agree not to contest such priorities in any Bankruptcy Proceeding. Without limitation to the foregoing, the Loan shall be preferred in payment over all of the Junior Obligations and shall be paid in full before any payment is made upon any of the Junior Obligations; and any payment or distribution of any kind or character, whether in cash, property or securities, made upon or in respect of any of the Junior Obligations as a result of any such proceeding shall be paid over to the Bank for application in payment of the Loan unless and until the Loan shall have been paid or satisfied in full. Each Junior Lienholder agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding with respect to the Borrower without (i) sixty (60) days prior written notice to the Bank of such intent, and (ii) indefeasible payment in full of the outstanding principal balance of and all accrued and unpaid interest under the Loan, together with all other amounts secured by the Senior Deed of Trust. Upon the occurrence of any Bankruptcy Proceeding with respect to the Borrower, each Junior Lienholder agrees to fully cooperate with

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

Bank in connection with such Bankruptcy Proceeding and to refrain from taking any actions which are inconsistent with the agreements contained in this Agreement. Without limitation to the foregoing, each Junior Lienholder shall (i) consent to and vote in favor of any and all actions taken by Bank in any Bankruptcy Proceeding to permit the commencement or continuation of any foreclosure of the Senior Deed of Trust; and (ii) not propose any plan, or vote to confirm or take any other action in support of any plan or other course of action proposed by Borrower or any other party (other than Bank), which would have the effect of (A) impairing the priority or lien of the Loan, or (B) delaying, preventing, limiting, requiring a reduction in the amount of or impairing Bank's collection of all or any portion of the Loan.

7.2 To the extent any payment under any Senior Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party in any Bankruptcy Proceeding, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Bank Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Bank shall release, for the purposes of restoration of all or any part of the improvements, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, each Junior Lienholder shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have agreed to release) for such purpose all of such Junior Lienholder's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Each Junior Lienholder agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Bank elects, in accordance with California law, not to release any such proceeds for any such restoration, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Obligation Documents. If Bank holds such proceeds, awards or compensation and/or monitors the disbursement thereof, each Junior Lienholder agrees that Bank may also elect, in its sole and absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which such Junior Lienholder is or may be entitled. Nothing contained in this Agreement shall be deemed to require Bank, in any way whatsoever, to act for or on behalf of any Junior Lienholder or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of a Junior Lienholder, and all or any of such sums so held or monitored may be commingled with any funds of Bank.

9. Effect of Other Agreements. The relationship between Borrower and Bank under the Senior Loan Documents is, and shall at all times remain, solely that of borrower and lender. Based thereon, each Junior Lienholder acknowledges and agrees that Bank neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or a Junior Lienholder to guarantee or assist in Borrower's or any Junior Lienholder's performance under any of the agreements between those parties and other third parties, including without limitation the Junior Obligation Documents.

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

10. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of California. In the event of action, suit, proceeding or arbitration to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or arbitrator, all of the prevailing party's costs and expenses, including without limitation attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If any Junior Lienholder or any affiliate of any Junior Lienholder shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to Senior Deed of Trust and the other Senior Loan Documents as provided herein, and each Junior Lienholder hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full and all Bank's obligations to extend credit under the Senior Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns.

[*Remainder of the Page Intentionally Blank*]

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BORROWER:

CREEKSIDE TERRACE, L.P., a California limited partnership

By: CREEKSIDE TERRACE LLC, a California limited liability company
Its: General Partner

By: Self-Help Enterprises, a California nonprofit public benefit corporation
Its: Sole Member/Manager

By: _____
Thomas J. Collishaw, President and CEO

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

STATE OF CALIFORNIA }

}

COUNTY OF Tulare }

On March 15, 2021, before me, Valerie Pedro, Notary Public personally appeared Thomas J. Collishaw, President and CEO of Self-Help Enterprises, a California nonprofit public benefit corporation, Sole Member/Manager of Creekside Terrace, LLC, a California limited liability company, General Partner of Creekside Terrace, L.P., a California limited partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Valerie Pedro

Notary Public

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

JUNIOR LIENHOLDERS:

SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation

By: _____
Thomas J. Collishaw, President and CEO

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

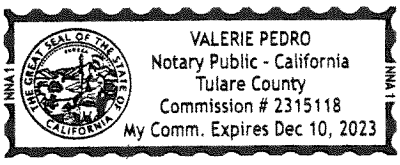
}

COUNTY OF Tulare }

On March 15, 2021, before me, Valerie Pedro, Notary Public, personally appeared Thomas J. Collishaw, President and CEO of Self-Help Enterprises, a California nonprofit public benefit corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL



Valerie Pedro

Notary Public

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

COUNTY:

COUNTY OF MARIPOSA, a Political Subdivision of the State of California

By: _____
Name: Marshall Long
Title: Board of Supervisors Chair

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

STATE OF CALIFORNIA }

}

COUNTY OF _____}

On _____ __, 2021, before me, _____, personally appeared _____, the _____ of the County of Mariposa, a Political Subdivision of the State of California, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____

Notary Public

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

BANK:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

STATE OF CALIFORNIA }

}

COUNTY OF _____}

On _____ __, 2021, before me, _____, personally appeared _____, the _____ of U.S. Bank National Association, a national banking association, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____

Notary Public

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT A

Legal Description

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier garden" as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25'15"'W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
7. Thence S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT B

HCD-IIG Loan Documents

1. Standard Agreement dated _____, 2021, executed by the State of California, Department of Housing and Community Development ("***HCD***"), the County and SHE.

2. Loan Agreement dated _____, 2021 executed by Borrower and the County.

3. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated ___, 2021, executed by Borrower in favor of the County.

4. Secured Promissory Note dated as of _____, 2021, executed by Borrower in favor of the County, in the face principal amount of $1,953,000.

5. Infill Infrastructure Grant (IIG) Program Senior Declaration of Restrictive Covenants dated _____, 2021, executed by SHE in favor of HCD.

6. Infill Infrastructure Grant Program Disbursement Agreement, [dated _____, 2021, executed by] [to be executed by] SHE and HCD.

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT C

HCD-PLHA Loan Documents

1. That certain award announcement letter referencing Contract No. 20-PLHA-15101 addressed to the Chairman of the County's Board of Supervisors, from Jennifer Seeger, Department of Housing and Community Development ("***HCD***") Deputy Director, and dated October 21, 2020.

2. Loan Agreement dated _____, 2021 executed by Borrower and the County.

3. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated ___, 2021, executed by Borrower in favor of the County.

4. Secured Promissory Note dated as of _____, 2021, executed by Borrower in favor of the County, in the face principal amount of $256,000.

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT D

DHCS WPC Loan Documents

1. Loan Agreement dated _____, 2021 executed by Borrower and the County.

2. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated ___, 2021, executed by Borrower in favor of the County.

3. Secured Promissory Note dated as of _____, 2021, executed by Borrower in favor of the County, in the face principal amount of $600,000.

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

EXHIBIT E

Sponsor Loan Documents

1. Loan Agreement dated _____, 2021, executed by Borrower and SHE.

2. Deed of Trust with Assignment of Rents dated _____, 2021, executed by Borrower in favor of SHE.

3. Promissory Note dated as of _____, 2021, executed by Borrower in SHE, in the face principal amount of [$569,000].

Attachment: Subordination Agreement (RES-2021-175 : Below Market Rate Loans)

LOAN AGREEMENT

This Loan Agreement (this "**Agreement**") is entered into effective as of _____, 2021 ("**Effective Date**") by and between the County of Mariposa (the "**Lender**") and Creekside Terrace L.P., a California limited partnership ("**Borrower**"). Borrower and Lender are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Borrower is the owner of that certain real property located at 5118 Fournier Road, Mariposa, California 95338, as more particularly described in Exhibit A (the "**Property**"). Borrower has proposed to construct 42 multifamily residential units on the Property for rental to extremely low, very low and low income households, including one manager's unit (the **"Project**").

B. Grant funding by the State of California Department of Housing and Community Development ("HCD") from the Infill Infrastructure Grant Program established by HCD in accordance California Health & Safety Code Section 5354.12 (the "**IIG Program**") has been awarded to the Project. The grant funds awarded by HCD with respect to the Project pursuant to the IIG Program are referred to herein as the "**HCD Funds**." This Agreement has been executed and delivered pursuant to and in accordance with (i) that certain Standard Agreement dated as of February 19th, 2021, and executed by and between HCD, Self-Help Enterprises, a California nonprofit public benefit corporation ("**Self-Help**") and Lender pertaining to HCD's award of the HCD Funds (the "**HCD Standard Agreement**"), and (ii) that certain Disbursement Agreement, dated for reference purposes as of February 19th, 2021, by and between HCD and Lender in connection with the Standard Agreement (the "**HCD Disbursement Agreement**"). Collectively, the HCD Standard Agreement and the HCD Disbursement Agreement are referred to herein as the "**HCD Documents**."

C. Borrower has requested, and Lender has agreed, to use the HCD Funds to provide a loan (the "**Loan**") to Borrower, subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of the Project.

D. Concurrently herewith Borrower will execute a promissory note ("**Note**") in the amount of the Loan, which will be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") to be executed by Borrower and recorded against the Property. This Agreement, the Note, and the Deed of Trust are collectively hereinafter referred to as the "**Loan Documents**."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

1. THE LOAN AND DISBURSEMENT OF LOAN PROCEEDS.

1.1. Loan and Note. Lender agrees to loan to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed $1,953,100 (the "**Loan Proceeds**") upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Effective Date. Provided that Borrower has complied with all conditions set forth in Section 1.6, the Loan Proceeds shall be disbursed in accordance with Section 1.6 hereof.

1.2. Interest Rate; Principal Payments; Maturity Date. The Note shall bear simple interest at 3% per annum. No payments shall be due until the Maturity Date (as defined below), on which date all outstanding principal shall be due in full. The Note shall mature on the earlier of (i) the fifty-fifth (55th) anniversary of the date of the issuance of a certificate of occupancy or equivalent for the Project, or (ii) the fifty-seventh (57th) anniversary of the date of the Note (the "**Maturity Date**").

1.3. Prepayment. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under the Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.4. Security for the Loan; Recourse.

(a) Repayment of the Note shall be secured by the Deed of Trust.

(b) The Loan is a nonrecourse obligation of Borrower.

1.5. Use of Loan Proceeds. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related infrastructure improvements as set forth in the HCD Documents. Funds shall be disbursed to Borrower on a cost-reimbursement basis in accordance with Section 1.6.

1.6. Disbursement of Proceeds. Upon satisfaction of any conditions set forth in the HCD Disbursement Agreement, provided that Borrower has provided Lender with a written requisition specifying the amount and use of the requested Loan Proceeds ("**Requisition**") accompanied by copies of third-party invoices, evidence of Borrower's payment for services rendered in connection with the Project, Borrower's certification that the funds requested will be used solely for the purposes described in the Requisition, and such other documentation as Lender may reasonably require, including without limitation, all documentation required by HCD, the Lender shall disburse Loan Proceeds to Borrower within five (5) business days following Lender's receipt of such funds from HCD.

1.7. No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the Lender shall have no obligation to disburse any portion of the Loan Proceeds following the occurrence and during the continuation of an Event of Default on the part of Borrower under this Agreement, the Note, the Deed of Trust or an Event of Default under the HCD Documents.

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

2. RESERVED. ***Intentionally reserved for formatting***

3. BORROWER COVENANTS.

3.1. Compliance with IIG Program and HCD Documents. Borrower covenants and agrees to comply with all requirements of the IIG Program and HCD Documents as to the use of the Loan Proceeds, construction and operation of the Project, and all other matters related thereto.

3.2. Books and Records. The Lender shall have the right, during business hours and after reasonable notice to Borrower, to inspect and copy Borrower's books and records concerning the Property, the Project and the Loan.

3.3. Other Documents. Upon Lender's reasonable request, Borrower shall deliver to the Lender copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports, loan documents, management plans, and property management agreements.

4. DEFAULT AND REMEDIES.

4.1. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Borrower fails to pay when due the principal and interest payable under the Note, and such failure continues for fifteen (15) days after Lender notifies Borrower thereof in writing.

(b) An Event of Default on the part of Borrower is declared under the Note, the Deed of Trust or the HCD Documents.

(c) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower (or any general partner thereof) (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower ; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity's assets, (iii) orders the liquidation of Borrower (or any general partner thereof), or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(e) Borrower fails to maintain insurance as required pursuant to the HCD Documents and Borrower fails to cure such default within 10 days of notice thereof.

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

(f) Borrower fails to use Loan Proceeds in accordance with this Agreement or fails to use Loan Proceeds in accordance with Borrower's request for disbursement.

(g) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 4.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 180 days from the receipt of notice of default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

4.2. Remedies. Upon the occurrence of an Event of Default, the Lender shall have the following rights, in addition to any other rights and remedies provided by law:

(a) The Lender may declare the entire outstanding principal balance of the Loan and interest accrued thereon immediately due and payable;

(b) The Lender may foreclose on the Property pursuant to the Deed of Trust, subject to the limitations set forth in Section 5.20 of this Agreement;

(c) The Lender may seek an order of specific performance; and

(d) The Lender may terminate this Agreement.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein, in the Note, or the Deed of Trust. The Lender may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

5. MISCELLANEOUS.

5.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, Lender's obligation to make the Loan is personal to Borrower, and this Agreement shall not be assignable by Borrower by operation of law or otherwise absent the express written consent of Lender.

5.2. Insurance. Borrower shall maintain and keep in force, at Borrower's expense, the insurance coverage required pursuant to the HCD Documents. For each of Borrower's insurance policies, Borrower shall provide to Lender within ten (10) days following execution of this Agreement, but in no event later than the initial disbursement of Loan Proceeds, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without 30 days written notice to the Lender prior to the effective date of

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

such cancellation, change in coverage or expiration. Upon request by the Lender from time to time, Borrower shall deliver to the Lender originals or copies of all such insurance policies and certificates evidencing such policies.

5.3. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Lender:	County of Mariposa 5100 Bullion Street Mariposa, CA 95338 Attention: The Honorable Marshall Long, Chairman
Borrower:	Creekside Terrace, L.P. c/o Self-Help Enterprises P.O. Box 6520 Visalia, CA 93290
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, CA 94612 Attention: Lauren B. Fechter
With a copy to: Partnership's limited partner:	Wincopin Circle, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

5.4. Waiver, Modification and Amendment. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, executed by the Parties, and unless the amendment or modification has been approved by the limited partners of Borrower.

5.5. Consents. Whenever the consent or approval of the Lender is required under the Loan Documents, the Lender agrees that such consent or approval will not be unreasonably withheld or delayed.

5.6. Further Assurances. The Parties shall execute, acknowledge and deliver to the other Parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

5.7. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish Borrower and Lender as partners, co-venturers, or principal and agent with one another.

5.8. Action by the Lender. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Lender is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lender's County Administrative Officer or by any person who shall have been designated by the Lender's County Administrative Officer, without further approval by the Lender's governing board unless the Lender's County Administrative Officer determines in his or her discretion that such action requires such approval.

5.9. Non□Liability of Lender and Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to Borrower, or any successor in interest to either in the event of any default or breach by the Lender, or for any amount of money which may become due to Borrower or any successor to either, or for any obligation of Lender under this Agreement.

5.10. Captions; Construction; Time is of the Essence. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Time is of the essence in the performance of this Agreement.

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

5.11. Governing Law; Venue. This Agreement, the Note, and the Deed of Trust, shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. The Parties consent to the jurisdiction of any federal or state court having jurisdiction in Mariposa County, California. Borrower agrees that any controversy arising under or in relation to this Agreement, the Note, or the Deed of Trust, shall be litigated exclusively in courts having jurisdiction in Mariposa County. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

5.12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

5.13. Entire Agreement; Exhibits. This Agreement, together with the Note, the Deed of Trust, and the HCD Documents and the additional documents referenced herein contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

5.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

5.15. Lender Status. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein or in the Note or as otherwise required by law.

5.16. Removal of General Partner. Notwithstanding anything to the contrary in this Agreement, or any of the other Loan Documents, the removal and/or replacement of Borrower's general partner in accordance with the rights and remedies afforded under the Borrower's partnership agreement shall not require the consent of Lender, constitute a default under any of the Loan Documents or accelerate the maturity of the Loan. In the case of such a removal or replacement, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such removal or replacement.

5.17. Transfer of Limited Partner Interest. Notwithstanding anything to the contrary in any of the Loan Documents, the interests of the Borrower's limited partners shall be transferable, either directly or indirectly, and such transfer shall not require the consent of Lender or constitute a default under any of the Loan Documents. In the case of such transfer, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such transfer.

5.18. Withdrawal of a Partner. Notwithstanding anything to the contrary in any of the Loan Documents, neither the withdrawal, removal, replacement, and/or addition of the general partner pursuant to the terms of Borrower's partnership agreement, nor the withdrawal, replacement, and/or addition of any of Borrower's limited partners or its limited

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

partner's general partners or members, shall constitute an Event of Default or default under any of the Loan Documents, and such actions shall not accelerate the maturity of the Loan.

5.19. Cure by Limited Partner. Lender agrees that any of the limited partners of Borrower shall have the right, but not the obligation, to cure any Event of Default or default by Borrower under any of the Loan Documents; provided, however, the cure period shall be extended by 60 days from written notice thereof to the limited partners. Lender further agrees any cure of any Event of Default or default made by the limited partners of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made by Borrower. Lender further agrees that the removal and replacement of a general partner shall be deemed a cure of any default arising under Sections 4.1(c) or (d). Provided that Lender has been given written notice of the address for delivery of notices to the limited partners, Lender shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Borrower, and as to the limited partners, the cure periods specified herein shall commence upon the date of receipt of such notice to Borrower's limited partner at the following address:

c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044

[SIGNATURES ON FOLLOWING PAGE]

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

LENDER:

County of Mariposa

By: _____
Name: _____
Title: _____

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

BEGINNING at Corner No.1, of that tract known as “Fournier garden” as described in Deed No. 20200757 Mariposa County records, on the Westside of Mariposa Creek, from whence the NE corner of Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05’E a distance of 383.37 feet, and running thence the following 10 courses:

1. N38°30’40”E a distance of 71.09 feet;
2. N54°44’09”W a distance of 126.56 feet to a point on a 120.00 foot radius curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet;
4. Thence N83°02'08"W a distance of 52.77 feet;
5. Thence S27°36'28"W a distance of 92.41 feet;
6. Thence N70°25’15”"W a distance of 335.13 feet to corner No.2 of Deed No. 20200757 (herein after called “Deed 1”) (N.76°26’ W per Deed 1);
7. Thence S20°18'58”W a distance of 171.46 feet (S19°42’W a distance of 171.42 feet per Deed 1) to corner no. 3 of Deed 1;
8. Thence S64°22’51”E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to corner no.4 of Deed 1;
9. Thence S76° 00'57”E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to corner no. 5 of Deed 1;
10. Thence N16° 02' 28”E a distance of 169.23 feet (N16°04’E per Deed 1) to the POINT OF BEGINNING.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS.

END OF DESCRIPTION

Attachment: AMENDED IIG Loan Agreement (v7) (RES-2021-175 : Below Market Rate Loans)

Rene LaRoche

From: Jim Evans <[redacted]
Sent: Tuesday, April 6, 2021 7:14 AM
To: Board Clerk
Cc: Ben Goger
Subject: Comment (agenda items L.5 and N.1.

Hi Rene,

I apologize for this late public comment, but I was out of town hugging my grandchildren (yeah).

I write in support of the two above-referenced agenda items in support of the 42 unit Creekside Terrace affordable housing project to be developed by Self-Help Enterprises (SHE). Specifically, the 3 below-market rate loans to SHE and the activities in the Permanent Local Housing Plan (PLHP).

Affordable housing is desperately needed in our County. Also, active involvement of experienced nonprofit organizations such as SHE is a vital component in the development of affordable housing in California.

Thank you for the opportunity to comment.

Sincerely,
Jim Evans
Mariposa CA

Attachment: PUBLIC INPUT - Email from Jim Evans (RES-2021-175 : Below Market Rate Loans)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-176

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: PLHA Amendment

RECOMMENDATION AND JUSTIFICATION:
Conduct a Public Hearing to Solicit Citizen Input on the County's Proposed Five Year Permanent Local Housing Allocation (PLHA) Plan Activities; Adopt a Resolution Approving Plan Activities and Authorize the County Administrative Officer to Submit the Approved Plan; and Authorize the Board of Supervisors Chair to Sign an Agreement and Any Subsequent Amendments or Modifications Thereto, as Well as Any Other Documents Which Are Related to this Program or the PLHA Grant Award (Subject to Approval as to Legal Form by County Counsel).

PLHA is a noncompetitive application that must be used to carry out one or more eligible activities that will prioritize investments that: (1) increase the supply of housing for households with incomes at or below 60 percent of Area Median Income(AMI), and (2) are consistent with the program set forth in the County's Housing Element. The County's annual allocation is set at $128,455, for a five-year total of $770,732.

The County submitted an application under the Notice of Funding Available published February 26, 2020 for the full five-year allocation of $770,732. The plan proposed utilized 100% of year one and year two funding to provide gap financing for the Creekside Terrace Multifamily Housing Project and 100% of funding in years three through five to waive fees for property owners related to the development of new or the rehabilitation of existing accessory dwelling units (ADU).

Due to increasing infrastructure cost and the County's commitment to housing for all our residents, staff now recommends amending the plan to pledge years one through four to the Creekside Terrace Project. The ADU fee waiver project that was going to be funded has been put on hold for other reasons and the additional support for Creekside Terrace is needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-2018-292 Board approves the Comprehensive Housing Program Implementation study that indicates the need for the County to partner with Non-Profit Developers to develop affordable housing through out the County.

Design Review 2019-035 Approving 42 unit apartment complex at 5118 Fournier Rd.

RES-2019-498 Adopt 2019-2024 Housing Element to the General Plan.

RES-2019-702 Approve and partner on a application to the Infill Infrastructure grant program for the construction of Creekside terrace. The grant was awarded

RES-2018-62 December 18th 2018. Board Approves No Place Like Home round 1 to begin funding of Creekside Terrace (Mariposa Village)

RES-2019-49 August 20th 2019. General Plan Housing Element Adoption and State Certification

RES-2019-70 December 10th 2019 Infill Infrastructure Grant applied for and awarded for onsite and offsite improvements for Creekside Terrace(Mariposa Village)

February 19th 2019 Discussion and Direction given to pursue approved ADU plans

RES-2020-355 June 23rd 2020. Local Early Action Planning Grant(LEAP), Applied for, pursuing County Sponsored Architectural Plans Program.

RES-2021-38 January 26,2021County amends the use of LEAP funds and applies for LEAP funding for Permitting software

RES 2020-484 August 8th 2020 Authorizing the application for PLHA grant funds

RES 2020-484 August 8th 2020Approving PLHA plan 302(c)(4) committing years 1 and 2 as gap financing for the Creekside Terrace

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
PLHA could be used for an alternative eligible use. Negative action would reduce funds that are being contributed to the Creekside Terrace project.

ATTACHMENTS:
MAR PLHA Public Hearing Notice Plan Amendment (PDF)
PLHA amendment Formal Resolution (V2) (PDF)
Exhibit A_plha_302(c)(4) plan amendment (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

COUNTY OF MARIPOSA
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a public hearing on **April 6th, 2021 at 2:00pmor shortly thereafter, at the Mariposa County Board of Supervisor Chambers located at 5100 Bullion Street, Mariposa, CA 95338,** in order to discuss an application for funding under the California Department of Housing and Community Development Department Permanent Local Housing Allocation Program(PLHA) and to solicit citizen input on the County's proposed five-year plan activities to be included in the application.

PLHA is a noncompetitive application that must be used to carry out one or more eligible activities that will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income(AMI), and are consistent with the program set forth in the County's Housing Element. The County's annual allocation is set at $128,455, for a five-year total of $770,732. The County submitted an application under the Notice of Funding Available published February 26, 2020 for the full five-year allocation of $770,732. The plan proposed utilizing 100% of year one and year two funding to provide gap financing for the Creekside Terrace Multifamily Housing Project and 100% of funding in years three through five to property owners for fee waivers related to the development of new or the rehabilitation of existing accessory dwelling units (ADU). The County now proposes to amend the plan and pledge years one through four to the Creekside Terrace Project.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the County of Mariposa should include in the PLHA five year plan and to discuss and approve the proposed plan amendments prior to submittal to the State. If you would like more information on PLHA eligible activities, or if you are unable to attend and would like to make a comment or you require special accommodations to participate in the public hearing, please contact Ben Goger, Housing Development Specialist, County of Mariposa, 5100 Bullion Street/P.O. Box 784, Mariposa, CA 95338. bgoger@mariposacounty.org (209) 966-3222.

The County of Mariposa promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Attachment: MAR PLHA Public Hearing Notice Plan Amendment (RES-2021-176 : PLHA Amendment)

Resolution No. 2021-

RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS APPROVING THE AMENDED 2019-2020 PERMANENT LOCAL HOUSING ALLOCATION FIVE YEAR FUNDING PLAN

WHEREAS, the Department is authorized to provide up to $195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, Applicant is an eligible Local government applying for the program to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients; and

WHEREAS, the County of Mariposa applied for the PLHA program by Resolution 2020-483 on August 4th, 2020 and now wishes to amend that application by requesting year one and two activities extended to years one through four.

NOW THEREFORE BE IT RESOLVED THAT:

1. Applicant, pursuant with threshold requirements outlined in the PLHA NOFA, has provided adequate opportunity for the public to review and comment on the proposed PLHA five-year plan.

2. Applicant hereby agrees the PLHA plan contains eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent with Local government's Housing Element.

3. Applicant is hereby authorized and adopts the PLHA five-year plan to provide gap financing for the development of Creekside Terrace, a 42 unit multifamily project targeting individuals/households with income at or below 60% of AMI in years one through four, and year five will support an ADU program, by providing fee waivers, technical assistance and potential financing to homeowners utilizing the formula allocations, as stated in Appendix C of the current NOFA for **$770,732** in accordance with all applicable rules and laws.

4. The Mariposa County Board of Supervisors approves the PLHA application pursuant to HCD form 302(c)(4), here to attached as exhibit A.

5. The Board of Supervisors Chair or designee is authorized to submit the hereby adopted five-year PLHA plan and execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate (Subject to Approval as to Legal Form by County Counsel).

Attachment: PLHA amendment Formal Resolution (V2) (RES-2021-176 : PLHA Amendment)

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County, a Political Subdivision of the State of California by Motion of Supervisor _____, and Seconded by Supervisor _____, at a regular meeting on April 6th, 2021 by the following VOTE:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____
Marshall Long, Board Chair

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: PLHA amendment Formal Resolution (V2) (RES-2021-176 : PLHA Amendment)

Permanent Local Housing Allocation (PLHA) Formula Allocation

2020 Application

State of California
Governor, Gavin Newsom

Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

Final Filing Date: October 23, 2020 through December 31, 2020 at 11:59 P.M. PST

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

Instructions

Rev.

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macr enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, i naming conventions, are described in the application instructions available at https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml. All applicable information mu received by HCD no later than 11:59 p.m. on:

Thursday, December 31, 2020

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not ' as' .xlsm or .pdf format. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors a AppSupport@hcd.ca.gov and PLHA@hcd.ca.gov

General Instructions (Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "§" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively im your point score.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify you application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the PLHA Application. For Exampl "App1 Payee Data" for Sponsor 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Point cells in the Scoring worksheet shaded in "red" indicate that the Sponsor has to meet the minimum points required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

302(c)(4) Plan

Legislative Contacts

Checklist

Threshold Requirement	Electronic File Name	Document Description	Incl
X	Application and Plan Adoption Reso	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. **PLHA webpage for Application and Plan Adoption Resolution Document**	
X	**App1 TIN**	Taxpayer Identification Number Document	
X	**Applicant Agreement**	Legally binding agreement between Delegating and Administering Local Governments	
X	**Reuse Plan**	Program Income Reuse Plan describing how repaid loans will be used for eligible activities in Section 301.	

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disc of submitted material upon request."

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

Local Government Formula Allocation

Rev. 10/19/20

Eligible Applicant Type:					
Local Government Recipient of PLHA Formula Allocation:					
Approximate PLHA Formula Allocation Amount:	$0	**Allowable Local Admin (5%):**	$0	**Admin Requested**	

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to t Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a se of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.

For each year (2019-2023), allocations must equal to 100% annually including the allowable administrative costs of up to five percent.

Eligible Applicants §300

§300(a) and **(b)** Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local goverr s.

Applicant:									
Address:									
City:		State:		Zip:		County:			
Auth Rep Name:		Title:		Auth Rep. Email:				Phone:	
Address:				City:		State:		Zip Code:	
Contact Name:		Title:		Contact Email:			Contact Phone:		
Address:				City:		State:		Zip Code:	

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?	
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?	
If applicant answered "Yes" above, has the delegated Applicant completed an additional application submission on behalf of the delegating jurisdiction?	

File Name:	Application and Plan Adoption Reso	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. **PLHA webpage for Application and Plan Adoption Resolution Document**	Uploaded to HCD?
File Name:	App1 TIN	Taxpayer Identification Number Document	Uploaded to HCD?
File Name:	**Applicant Agreement**	Legally binding agreement between Delegating and Administering Local Governments	Uploaded to HCD?

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	Incl ?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-,Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	☑
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	☑
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	☐
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	☐
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	☐
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	☑
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	☐
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	☐
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	☐
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	☐

Threshold Requirements, §302

§302(a) Housing Element compliance: Applicant or Delegating Local Government's Housing Element was adopted by the Local Government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.	
§302(c)(3) Applicant certifies that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.	
§302(c)(4) Does the application include a Plan in accordance with §302(c)(4)?	

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

§302(c)(4)(D) Applicant certifies that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content			
§302(c)(5) Applicant certifies that the Plan submitted is for a term of five years. Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.			
§302(c)(6) Applicant certifies that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.			
§302(c)(7) Applicant certifies that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.			
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301?			
File Name:	**Reuse Plan**	Program Income Reuse Plan describing how repaid loans will be used for eligible activities in Section 301.	Uploaded to HCD?
Administration			
Applicant agrees to adhere to §500, Accounting Records.			
Applicant agrees to adhere to §501, Audits/Monitoring of PLHA Files.			
Applicant agrees to adhere to §502, Cancellation/Termination.			
Applicant agrees to adhere to §503, Reporting.			
Certifications			
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, t… correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.			
Authorized Representative Printed Name	Title	Signature	

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

§302(c)(4) Plan

Rev. 1 20

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The County of Mariposa will utilize 100% of year one though four to provide gap financing for the development of Creekside Terrace, a 42 unit multifamily apartment complex available to individuals/house holds with income at or below 60% of AMI. Of the 42 units, 11 units are designated as "No Place Like Home" permanent supportive housing un homeless. The County will use 100% of year five to piolet an ADU program, by providing fee waivers, technical assistance and potential financing to home owners looking to an existing ADU of to construct a new ADU.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 6 percent of Area Median Income (AMI).

The five-year PLHA plan developed by the County will support and prioritize investments that increase the supply of housing for households with incomes at or below 60% AM through the development of a 42 unit multifamily project restricted to households with incomes at or below 60% of AMI. Households assisted under the ADU program in year 1 ay have incomes up to 120% of AMI; however, occupancy of the ADU will be targeted to households below 60% of AMI in an effort to promote affordability that meets the needs growing workforce.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The County of Mariposa's plan is consistent with the programs set forth in the Housing Element. The activities increases the number of affordable housing units, increases ho for those with special needs, and provides financing available for the repair or development of ADU's, thereby increase the affordable housing stock. Both activities will aid in accommodating the 195 units identified in the County's RHNA, providing 42 units of the 78 units for extremely low, very low, and low-income households plus an additional 7 of 37 needed for households with incomes up to moderate income.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely lo ery low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

PLHA funds will be used to support construction costs within the first three months of construction set to begin April 2021 and may include grading, site work, compaction, utili o serve the buildings, foundation and structures.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting household more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentag annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022											
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	100.0%	100.0%	100.0%	100.0%											
§302(c)(4)(E)(ii) Area Median Income Level Served	60%														TC
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for year 2019 only**	78														

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

§302(c)(4)(E)(ii) Projected Number of Households Served				42											
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity **(55 years required for rental housing projects)**	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Construction will begin April 2021 with site preparation, which will include the removal/demolishment of an existing single-family home and a trailer on the property, tree remo grading and installation of a retaining wall. Off-site improvements will also start as of April 2021 and include street improvements adjacent to the property, including extending and sewer laterals and curb/gutter/sidewalk. Actual unit construction is expected to be underway no later than June 2021, with construction completing by April 2022 and occ of all units by July 2022.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (A that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of than 30 days.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	

100% of year five funding will be utilized to cover the cost of permits, fees, technical assistance and possible financing to property owners participating in the County's Acces Dwelling Unit program. Rental units will be used for workforce population with incomes not to exceed 120% AMI, with efforts made to predominately serve populations with in at or below 60% AMI.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be ass households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only sho percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year					2023										
Type of Affordable Housing Activity					ADU										
§302(c)(4)(E)(ii) Area Median Income Level Served					60%										TC
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 only**															
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity															
§302(c)(4)(E)(ii) Projected Number of Households Served					62										

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**					20 years										

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing pro

The County is collaborating with Amador and Calaveras County to produce an ADU workbook that will walk a home owner through the development of their own ADU. PLHA will be used to provide permit and fee waivers, as well as technical assistance to aid in the development of a new ADU.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of A Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocate ıe Activity one time (to avoid double counting).

Funding Allocation Year															
Type of Activity for Persons Experiencing or At Risk of Homelessness															
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity															
§302(c)(4)(E)(ii) Area Median Income Level Served															TC
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 only**															
§302(c)(4)(E)(ii) Projected Number of Households Served															

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**															

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a ty in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incen shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-int deferred loan to the affordable housing Project.

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

Legislative and Congressional Information

Rev. 9/20

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this applicat

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity l on site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

California State Assembly | California State Senate | U.S. House of Representatives

Applicant Office Location

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 1 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 2 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 3 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 4 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 5 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 6 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 7 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 8 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 9 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 10 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)

Application Development Team (ADT) Support Form

Rev. 20

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. and PLHA@hcd.ca.gov. A member of the Applicatio Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	St D
1								
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Attachment: Exhibit A_plha_302(c)(4) plan amendment (RES-2021-176 : PLHA Amendment)