MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 2, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input. Supervisors Smallcombe and Long spoke in support of CA6.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-93**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-94**

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

CA3. **Sheriff's Office RES-2021-95**

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

CA4. **Sheriff's Office RES-2021-96**

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

CA5. **Sheriff's Office RES-2021-97**

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

CA6. **Board of Supervisors RES-2021-98**

Approve a Letter of Support for SB 332 Which Will Provide Additional Liability Protection for Certified Burn Bosses on Prescription Fires (Supervisor Long)

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, January 26, 2021

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, February 16, 2021

CA9. **Health and Human Services RES-2021-99**

Approve the New Classification and Job Description of Driver Effective Immediately; Set the Driver Monthly Salary at $2,921.65 - $3,550.84; and Assign the Driver Classification to the SEIU Bargaining Unit

CA10. **Health and Human Services RES-2021-100**

Approve Amendments to the Division Director of Health Services and Deputy Director Job Description

CA11. **HHS/Public Health RES-2021-101**

Approve an Agreement with the California Department of Public Health to Perform Epidemiologic Services for an Amount Not to Exceed $45,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Public Health RES-2021-102**

Ratify the Memorandum of Agreement (MOA) with John C. Fremont Healthcare District (JCFH) for Implementation of Dispensing of the COVID-19 Vaccine

CA13. **HHS/Social Services RES-2021-103**

Approve an Addendum to Emergency Occupancy Agreement with Yah 1901 LLC to Extend the Lease Term through March 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA14. **Sheriff's Office RES-2021-104**

Ratify Agreement Number 2021-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations

E. Board Recognitions

1. **HHS/Social Services 2021-31**

Proclaim the Month of March 2021, as "Professional Social Worker Month"

Shannon Gadd/Health and Human Services Agency Director discussed the important work of Social Workers then introduced Baljit Hundal/Health Services Division Director to give the staff report. The item was urged during public comment by Pete Judy/Chief Probation Officer, Joe Lynch/Assistant County Administrative Officer, Mike Healy/Public Works Director, and Heléne Halcrow.

Chair Long presented the proclamation to Baljit Hundal, Terri Peresan, and Kati Baker.

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

F. Departmental Presentation

Kristina Allen/Health and Human Services Agency (HHSA) Deputy Director of Public Health advised that the County is on track to enter the Orange Tier next Tuesday; noted that they have their first meeting regarding the third party administrator on Monday, the 8th; reported that Mariposa County is now 25% vaccinated; and advised that they are now accepting vaccinating those of high risk. Dr. Allen also reported on two mass vaccination clinics last week; advised that they are having a problem with no-shows and cancellations; and advised that they are not sure how to handle that. She requested that residents advise when they have been vaccinated elsewhere; and discussed MyTurn and reports from other counties as to its functionality.

Matthew Matthiessen/John C. Fremont Healthcare District CEO discussed the district's strong partnership with public health, and discussed the vaccine process. Mr. Matthiessen also provided an update on the Northside clinic, noting that it passed the ADA inspection pending two changes which are occurring today; advised of the need for an additional building permit due to an upgraded alarm system; and noted that they should still be on schedule to open on April 5th. Mr. Matthiessen also reported on recent CPR classes, and recognized Karen Wilson who helped with that process; reported that they are in the final phase of installing a new telemetry system at the hospital which will be the monitoring system that tells doctors the status of the patients; announced that Tom Wilkinson, Chief Nursing Officer, and Jenn Dennison, Emergency Department Medsurge Manager, will both be leaving the district soon; and advised that they are in the process of interviewing new providers.

Dallin Kimble/County Administrative Officer recognized Interim Ag Commissioner, Don Cripe, who finished his service to the County on Sunday; and noted that we continue to recruit for that position and look at other options. Mr. Kimble also advised that there is a meeting of the Mariposa Public Utility District tonight at 6:30 PM where the Creekside Terrace Project will be discussed, as well as a potential Memorandum of Understanding for Fire Services.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 11493)**

Discussion and Possible Direction Regarding Traffic and Activities on Lazo Way

Supervisor Long introduced the item. During public comment, Joy Miller read a comment from her husband, and discussed the problems going on there which have resulted in fires, traffic, and illegal activities. Board discussion ensued regarding the issue and an ordinance that Public Works and County Counsel are working on which is anticipated to come before the Board within the month.

RESULT: INFORMATION RECEIVED

2. **Building RES-2021-105**

Approve the Allocation Change of the Building Inspector (186) Position to Plan Checker/Inspector (196) Effective Immediately; and Approve the Budget Action Transferring Funds Within the Building Department Budget to Cover the Difference in the Salary ($8,000)

Mike Kinslow/Building Director gave the staff report. No public input.

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

3. **Public Works RES-2021-106**

Approve an Agreement with American Paving Co. for the Darrah Road Bridge Reconstruction in the Amount Not to Exceed $5,162,387.50; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mike Healy/Public Works Director. No public input.

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

Recessed

11:03 AM Chair Long recessed the meeting for a brief break and reconvened at 11:10 AM.

4. **Administration/Community Development RES-2021-107**

Adopt a Resolution Approving and Authorizing the Submission of an Application for Community Development Block Grant (CDBG) Funding for Mariposa County to Participate in a Business Relief Grant Program in an Amount Not to Exceed $497,645; Approve a Grant Agreement and Any and All Subsequent Amendments Thereto with the State of California for the Purposes of the Grant. Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any and All Subsequent Amendments Thereto with the State of California for the Purposes of the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the County Administrative Officer to Accept the Award and Implement a Business Relief Grant Program

Dallin Kimble introduced Tara Schiff/Economic Development Specialist who gave a PowerPoint presentation. Clarification was sought by Board members regarding amounts, timelines, compliance, level of confidence that CDBG will allocate funds rapidly, and staff outreach efforts. Support for the item was expressed during public comment by Heléne Halcrow/bed and breakfast owner, Nate Pyle/Grovehouse owner, Kim Costa/Costalivos, and Hanna Wackerman/1850 Restaurant. Heléne Halcrow also extended kudos to Ms. Schiff, noted that business owners can receive unemployment benefits through the CARES Act of 2020, and suggested the creation of a banner to be downloaded from the County website that would detail what the business is doing to comply with health orders. Public comment closed. Board discussion ensued regarding the website banner idea, what outreach was being done on the state and federal levels regarding the problems with CDBG, and whether Townsend and Associates will be moving on that issue.

CORRECTION: ***Change the not to exceed amount from $497,645 to $499,365.***

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

5. **Administration RES-2021-108**

Retroactively Approve an Amendment with Tangent for Microsoft 365 Licenses in an Amount Not to Exceed $4,458.64 for the Fiscal Year Ending June 30, 2020; and Authorize the Board of Supervisors Chair to Sign the Amendment

Dallin Kimble introduced Anthony Rios/Technical Services Manager gave the staff report. No public input.

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

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

Recessed

11:35 AM Chair Long recessed the meeting for lunch.

K. 2:00 PM Reconvened

1. **Planning RES-2021-109**

PUBLIC HEARING: Adopt a Resolution 1) Finding that the Project is Exempt from Environmental Review, 2) Approving General Plan/Zoning Amendment/Area Plan Amendment No. 2020-167; 3) Approving Amended Conditions for Design Review No. 2019-035; and 4) Finding that the Final Design Review Details and Site Plan Are in Conformance with the Approval of Design Review No. 2019-035; Self-Help Enterprises, Applicant. Project Proposes to Amend the Designation of an Approximately 0.50 Acre Portion of APN 012-140-023 (Legal with APN 012-140-022) from Single-Family Residential – 9000 Sq. Ft. to Multi-Family Residential. Area is Proposed to be Developed with a Stormwater Drainage Basin and a Basketball Court Associated with the Project. Purpose of the Change in Land Use Designation and Zone is to Allow for Development Appurtenant to a Multi-Family 42 Unit, Affordable Housing Project. Project Site is Located at 5118 Fournier Road

Sara Williams/Planning Director introduced Alvaro Arias/Deputy Planning Director who gave the staff report with a PowerPoint presentation. The item was urged by Jim Evans and Betsy McGovern-Garcia/Director of Real Estate Development, Self-Help Enterprises.

CORRECTION: ***Substitute Amended Exhibits A and B for the ones supplied.***

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

2. **Planning (ID # 11498)**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Mariposa County Zoning Map for an Approximately 0.50 Acre Portion of Assessor Parcel Number (APN) 012-140-023, from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family

Residential Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-167, Self-Help Enterprises, Project Proponent"

Alvaro Arias gave the staff report. No public comment.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 3/16/2021 9:00 AM**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Administration (ID # 11500)**

Receive Information on Below Market Rate Loan Lending Structures from Self-Help Enterprises

Dallin Kimble introduced Betsy McGovern-Garcia/Self-Help Enterprises who explained what low income tax credits are, and how they are used. No public input. Board discussion ensued, with responses to inquiries provided by Ms. McGovern-Garcia, Mr. Kimble, and Ben Goger/Housing Development Specialist.

RESULT: INFORMATION RECEIVED

4. **Sheriff's Office (ID # 11484)**

Receive a Presentation from the Sheriff's Office Regarding Their 2020 Annual Report & Statistics

Jeremy Briese/Sheriff - Coroner - Public Administrator gave the report. During public comment, Dallin Kimble/County Administrative Officer commended the Sheriff for the report and the data. Board discussion ensued.

RESULT: INFORMATION RECEIVED

L. Adjournment

3:32 PM Chair Long adjourned the meeting in memory of George Miranda, David Vander Karr, Robin Cerda, Lucy Zimmerman, Bertram Wentzek, Elizabeth Vander Karr, and Donald Hixson.

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 2021-93

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-94

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-95

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-96

MEETING: March 2, 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: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-97

MEETING: March 2, 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: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2021-98

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Letter of Support

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for SB 332 Which Will Provide Additional Liability Protection for Certified Burn Bosses on Prescription Fires.

This letter of support is in alignment with the Board's approved 2021 Legislative Platform which supports prescribed burning and strategic thinning of forests.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
01/26/2021: The Board approved the 2021 Legislative Platform.

The Board has approved other letters of support for other issues in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: The Board may modify text in the letter.
Negative Action: If the Board does not approve the letter, it will not be submitted. Individual Board members may write their own letters of support at that time, which may not carry the same weight as a letter from the entire Board.

ATTACHMENTS:
SB 332 Letter of Support(PDF)
SB 332 Fact Sheet(PDF)

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

[Letterhead]

March 2, 2021

Senator Bill Dodd
State Capitol, Room 2082
Sacramento, CA 95814

RE: SB 322 (Dodd) – SUPPORT

Dear Senator Dodd:

The Mariposa County Board of Supervisors is pleased to submit this letter in support of your SB 332. By reforming the liability standard for certified burn bosses, this legislation will remove a major disincentive that currently prevents highly trained prescribed fire practitioners from applying 'good fire' to the landscape. The additional liability protection provided to certified burn bosses under SB 332 will enable burn bosses to expand the application of controlled burns throughout the state, improving California's wildfire resilience and aiding in averting catastrophic fire seasons like those experienced by the state in 2018 and 2020.

Under current law, prescribed fire practitioners are subject to a 'simple negligence' standard for escaped fires—that is, they may be found liable for property damage or personal injury if they fail to exercise the care of a 'reasonably prudent person.' While less than 1% of prescribed fires escape their intended burn area and property damage and personal injuries are exceedingly rare, concerns over *potential* liability nevertheless severely disincentivize the application of prescribed fire. As a result, practitioners engage in fewer burns and/or smaller, less-complicated burns, providing less wildfire resilience than would a robust prescribed fire regime. Additionally, the simple negligence liability standard impacts the availability of liability insurance for practitioners.

SB 332 would apply a 'gross negligence' liability standard to certified burn bosses, holding them liable only for damages resulting from reckless or willful misconduct. There is little reason to believe that this change in law would significantly increase damages from prescribed fire, particularly because the gross negligence standard would only apply to highly qualified, well trained prescribed fire professionals certified as burn bosses under a curriculum developed by the State Fire Marshall. But the benefits of the gross negligence standard would be significant, improving access to liability insurance, increasing the state's wildfire resilience through preventative application of 'good fire,' and expanding the suite of ecological benefits that prescribed fires provide.

Experts believe that California should burn upwards of 1 million acres per year via prescribed fire to avert another catastrophic wildfire season, but current levels are only about 125,000 acres per year.

DRAFT

Attachment: SB 332 Letter of Support (RES-2021-98 : Letter of Support)

Because it will promote the application of prescribed fire by reforming the liability standard for the state's most qualified prescribed fire practitioners, your SB 332 will make measurable improvements in the state's wildfire resiliency. Consequently, Mariposa County is happy to support SB 332, and we thank you for your leadership on this important issue.

Sincerely,

Marshall Long
Chair, Mariposa County Board of Supervisors

DRAFT

Attachment: SB 332 Letter of Support (RES-2021-98 : Letter of Support)



SB 332 – DODD
PRESCRIBED BURNING - LIABILITY

Summary

SB 332 would establish a "gross negligence" liability standard for individuals who are trained and certified as a qualified burn boss when conducting prescribed burn operations for vegetation management and wildfire prevention purposes. The bill would also apply the same standard of negligence for property owners who contract with trained and certified burn bosses to conduct prescribed burns on their property.

Background

Prescribed burning is the controlled application of fire to the land to reduce wildfire hazards, clear downed trees, control plant diseases, improve rangeland and wildlife habitats, and restore natural ecosystems. Sometimes called a controlled burn or prescribed fire, prescribed burning is one of the most important and cost-effective tools used to manage fire today. As catastrophic wildfires continue to be a growing concern in California, the use of prescribed burning to reduce hazardous fuels is projected to increase. Daily burn decisions are issued based on the forecast of fire risk, air quality and meteorological conditions that can affect smoke dispersion. People who conduct prescribed burn operations are known as "burn bosses."

Resistance to the use of prescribed fire is strong among many private land managers despite the advantages it offers for maintaining fire-prone ecosystems. Often, managers who are aware of the benefits of using prescribed fire as a management tool avoid using it because of fear of liability for damages that may result from an escaped fire or smoke even though prescribed burns rarely escape their containment and almost never cause losses. In the United States, state open burning statues define the standard of care owed to the public by burn bosses. In a lawsuit, a burn boss will be found liable for damages resulting from their fire or smoke if they have not met the standard of care prescribed by their state statute. If a state has not developed a statute specifically related to open burning or prescribed burning, judges will apply the standard of care established by previous prescribed burning cases in their state. Three different standards of care have emerged for prescribed fire practitioners: strict liability, simple negligence, and gross negligence.

Liability insurance has become one of the major barriers to prescribed fire. If private companies, contractors, land trusts, and non-profits cannot obtain sufficient insurance, they are unable to implement prescribed burning. Land managers who are aware of the benefits of using prescribed fire as a management tool avoid using it, citing potential liability and lack of available insurance as a major reason for their aversion. Recognizing the importance of prescribed fire for wildfire risk reduction, ecosystem management and the constraints current statutory schemes impose on its use, several states in the United States have undertaken prescribed burn statutory reform.

Attachment: SB 332 Fact Sheet (RES-2021-98 : Letter of Support)



Five states have adopted gross negligence standards, in whole or in part: Florida, Georgia, Michigan, Nevada, and South Carolina. Perhaps unsurprisingly, states with gross negligence standards see significantly more private burning. Research shows that prescribed fire is applied more often and to more land in states with gross negligence standards than in neighboring states with simple negligence standards. There is also evidence that limiting burn boss liability via gross negligence standards can increase private landowner participation in the use of prescribed fire even when the regulations for attaining this limited liability are more onerous.

Existing Law

Under current California law burn bosses are subject to a "simple negligence" standard of liability. This liability standard means that any person "who personally or through another, willfully, negligently, or in violation of law" sets fire or allows an escaped fire to damage another's property is liable for that damage. Likewise, property owners can be liable for third-party damage caused by fire escaping from their property, even if they do not set the fire, if they are found to have failed to exercise "due diligence" to control the fire. While these statutes refer explicitly to *property* damages, courts have held that burn bosses and property owners can also be liable under these statutes for other harms, such as bodily injury, death, or smoke-related harms.

State law also holds burn bosses responsible for fire suppression costs. Specifically, anyone who "negligently, or in violation of the law" allows a fire to escape is liable for the costs of fire suppression, rescue and medical services, and related investigations.

If a burn boss obtains a burn permit from CAL FIRE, then state law provides that "compliance with the permit issued [] constitute[s] prima facie evidence of due diligence." In other words, if the burn boss obtains a CAL FIRE permit, and can demonstrate compliance with every term, then the burn boss may prove—in the first instance—that their actions were not negligent and they should not be liable. However, a harmed party can still rebut that showing, either by proving that the burn boss did not comply with the terms of the permit, that the permit terms were not reasonable, or perhaps that the permit was obtained with false or misleading information. In addition, CalFire burn permits are not required for all types of prescribed burns and at all times of year.

Under existing law the State Fire Marshall has developed a curriculum for the training and certification of burn bosses who manage prescribed burns. The curriculum provides for the initial training and certification, as well as continuing education of burn bosses such that each trained and certified burn boss is deemed qualified to engage in prescribed burning operations. Burn bosses are highly experienced fire practitioners – typically with more than a decade of experience in wildland fire.

This Bill

SB 332 simply says that individuals who have been trained and met the certification standards established by the State Fire Marshall pursuant to state law, and who possess authority to engage in prescribed burn operations, shall not be liable for any damage or injury to property or persons that is caused by an authorized prescribed burn unless the prescribed burn was conducted in a grossly negligent manner. The bill would also apply this standard to property owners who contract with

Attachment: SB 332 Fact Sheet (RES-2021-98 : Letter of Support)



a trained and certified burn boss who supervises or oversees a prescribed burn on their property.

Support

None on File

Opposition

None on File

Contact

Les Spahnn: Leslie.Spahnn@sen.ca.gov

Attachment: SB 332 Fact Sheet (RES-2021-98 : Letter of Support)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

January 26, 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 and requested a moment of silence for people affected by COVID- 19 and the Mono Wind Event.

C. Introductions

None.

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

No public comment. Direction was given for CA5. Supervisor Forsythe extended thanks to staff for CA5. Supervisors Menetrey and Smallcombe extended thanks to volunteers in CA9, CA10 and CA23. Supervisor Forsythe extended thanks for CA16. Walter Wall/District Attorney offered a correction on CA17. Joe Lynch/Health and Human Services Agency Assistant Director advised of an error in the staff reports of CA18 and CA19. Supervisor Smallcombe highlighted CA21.

CORRECTIONS:

CA17: Amount of agreement is $2,025 not $1,575.

CA18 and CA19: Financial impact should note the year 2021, not year 2012.

DIRECTION:

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA5: Add language to oppose SB55.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-32**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-33**

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

CA3. **Sheriff's Office** **RES-2021-34**

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

CA4. **Administration** **RES-2021-35**

Approve an Amendment to the Agreement with W. Brown Creative Partners for Interim HR Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Administration** **RES-2021-36**

Approve the County's 2021 Legislative Platform

CA6. **Administration** **RES-2021-37**

Approve an Application for Regional Early Action Planning (REAP) Grant Program Funds; Authorize the Board of Supervisors Chair to Sign the Application; and Authorize the Board of Supervisors Chair to Sign the Agreement/Acceptance Documents, If Awarded (Subject to Approval as to Form by County Counsel)

CA7. **Administration** **RES-2021-38**

Approve an Application for Local Early Action Planning (LEAP) Grant Program Funds; Authorize the Board of Supervisors Chair to Sign the Application; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement/Acceptance Documents, If Awarded (Subject to Approval as to Form by County Counsel)

CA8. **Auditor** **(ID # 11355)**

Receive Quarterly Audit Reports for Treasury Funds for the Second Quarter of Fiscal Year 2020-21 (November 2020)

CA9. **Building** **2021-7**

Appoint Daniel Weiland to the Building Department Advisory and Appeals Board Representing District V with a Term Expiring on January 6, 2025

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA10. **Building 2021-8**

Appoint Mark Becker to the Building Department Advisory and Appeals Board Representing District II with a Term Expiring on January 6, 2025

CA11. **Clerk of the Board of Supervisors 2021-9**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in December of 2020

CA12. **Clerk of the Board of Supervisors 2021-10**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2020

CA13. **Board of Supervisors**

Approve the Minutes of Tuesday, January 5, 2021

CA14. **Board of Supervisors**

Approve the Minutes of Tuesday, January 12, 2021

15. Item Pulled for further discussion to end of Regular Agenda

CA16. **Clerk of the Board of Supervisors 2021-11**

Amend the Board Member Contact Area List to Include Mariposa County Unified School District; and Appoint Rosemarie Smallcombe and Wayne Forsythe as Its Board Representatives

CA17. **District Attorney/Victim Witness RES-2021-39**

Approve an Agreement with Karpel Computer Systems, Inc. DBA: Karpel Solutions to Provide a Full Featured Case Management System, Defender by Karpel, for the Local Indigent Defense; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **HHS/Behavioral Health & Recovery Services RES-2021-40**

Ratify Health and Human Services Agency (HHSA) Director and Health Officer's Action to Implement Dispensing of COVID-19 Vaccine and Approve Memorandum of Agreement (MOA) with Yosemite National Park Services

CA19. **HHS/Behavioral Health & Recovery Services RES-2021-41**

Ratify Health and Human Services Agency (HHSA) Director and Health Officer's Action to Implement Dispensing of COVID-19 Vaccine and Approve Memorandum of Agreement (MOA) with Pioneer Market

CA20. **HHS/Behavioral Health & Recovery Services RES-2021-42**

Approve an Agreement with Mariposa Safe Families to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $104,065; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **HHS/Behavioral Health & Recovery Services RES-2021-43**

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve a Memorandum of Understanding Between the County of Mariposa and Native Solutions for Driving Under the Influence (DUI) Educational Services; and Authorize the Board of Supervisors to Sign the Memorandum of Understanding

CA22. **HHS/Community Services 2021-12**

Accept the Resignation of Terri Peresan, Deputy Director Adult & Aging Services; and Appoint Lydia Arre, Program Manager, to the Area 12 Agency on Aging (A12AA) Advisory Council, with a Term Expiring on January 26, 2025

CA23. **Public Works 2021-13**

Re-Appoint Michael Martin, PhD to the Water Agency Advisory Board with a Term Expiring January 26, 2024

CA24. **Public Works RES-2021-44**

Approve a Third Amendment with Myriad Engineering for Indian Gulch Bridge Interim Design to Extend the Term of the Agreement to June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Dr. Eric Sergienko/Health Officer advised that Mariposa County came out of the regional stay at home order yesterday based on the decreasing cases and provided an overview. Dr. Sergienko expressed concern relative to active COVID variances in the United Kingdom, South Africa, and Brazil that are likely to be more transmissible; and noted that the numbers in Mariposa County are lower than the State and we should be in the orange tier in approximately 3 weeks if we continue to wear masks, watch our distance, and wash our hands. Dr. Sergienko reported on the number of active cases, with the 5th death of a community member last night. He provided an update on vaccines noting they have provided over 900 doses and that Mariposa County is ahead of the State; suggested folks that have not received an email confirmation regarding vaccine registrations check the spam in their email. Dr. Sergienko provided statistics for Pioneer Market and Yosemite National Park's vaccinations; noted he will be working with Madera County for a joint vaccine clinic in Oakhurst, and that the State is looking to a centralized distribution center and allocation process in which he will inform the Board of new updates. Dr. Sergienko responded to questions of the Board noting the time frame between doses; Sierratel Internet (STI) requirements relative to white listing; explained the process of the vaccinations and possible side effects; and addressed how some private Dr.'s offices are handling vaccinations. Supervisor Forsythe extended thanks to Dr. Sergienko.

Mike Healey/Public Works and Transportation Director extended thanks to the Board for their Special Meeting to approve the Mono Winds disaster proclamation. Mr. Healey noted that the Indian Gulch Bridge may be open around March 1st and provided an update on the Darrah Bridge project noting that bids came in around 5.5 million with initial funding of about 3.2/3.3 million and a couple years out for the remainder of the funding, but after numerous meetings with Caltrans, and the time frame for the remainder of the funding being reduced he is now able to award that bridge project and extended thanks to Caltrans and staff. Mr. Healy provided an update on the Mono Wind event, extended thanks to PG&E for their hard work during the night and expressed caution due to debris alongside the roads. Mr. Healey

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

announced Russ Marks/County Surveyor received "Surveyor of the Year" recognition from CEAC (California Society of Civil Engineers). Mr. Healey noted increasing vandalism at the rest stop, YARTs and the Arts Park. The Board extended thanks to Public Works staff for their hard work during and after the Mono Wind event and congratulated Russ Marks for receiving "Surveyor of the Year" from CEAC.

Mathew Matthiessen/CEO John C. Fremont Healthcare District extended thanks to Dr. Eric Sergienko for his leadership; provided an update on the North side clinic noting the project continues on schedule and that they should be utilizing the building the first or second week of March. Mr. Matthiessen provided a report on Measure M and noted Mariposans for a Healthier Future will be doing a presentation at the District Board meeting tomorrow afternoon. Supervisor Smallcombe extended thanks to John C. Fremont Healthcare District for the partnership and Dr. Eric Sergienko and Dr. Christina Alan and their team for their hard work.

Shannon Gadd/Health and Human Services Agency Director reported on immediate services being provided for the community due to the Mono Wind Event and noted that they have received over 100 incoming calls; housed 15 families in hotels and provided $1,500 in gift cards. Ms. Gadd extended thanks to her staff.

Mr. Healey noted the landfill will be offering free dumping of spoiled food through the end of January.

Steve Ward/Fire Chief provided an update on the Mono Wind Event including taking 32 calls for emergency response on the 18th and 19th; extended thanks to the volunteers and Cal fire for the coordinated effort. Mr. Ward recounted stories of incidents that were brought forward to him and noted that 17 fires were started from smoldering burn piles and thanked the many community volunteers that took action to control these fires along with cutting logs and clearing road ways. Mr. Ward noted that with the aggressive attack of the volunteer fire fighters on a structure fire on Pinecrest, they were able to salvage parts of the house and animals. Supervisor's Sweeney and Forsythe extended thanks to Mr. Ward for his good leadership and his training efforts.

Dallin Kimble/County Administrative Officer (CAO) extended thanks to staff at all levels for their hard work during the Mono Wind Event. Mr. Kimble noted that as we move into the next tier, he will continue to stay up to date and advised that the Government Center will continue to have closed doors as this time. Mr. Kimble addressed the inclement weather day due to the Mono Wind Event and staffing; the Agriculture Commissioner/Sealer position noting that the State is willing to assist the County; preparing for next year's budget; and encouraged businesses that can operate in the red tier to reopen and extended Tara Schiff's assistance. Mr. Kimble responded to questions of Supervisor Smallcombe noting that he could look into whether or not Tourism receives Ms. Schiff's information; and that the County website is in need of an update in regard to the budget.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

10:21 AM Chair Long recessed the Board meeting followed by Tracy Gauthier, Deputy Clerk of the Board reading the Government Code announcement.

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G. LOCAL TRANSPORTATION COMMISSION

10:22 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Planning LTC-2021-4**

Adopt a Resolution Authorizing the Planning Department to Submit an Application for Caltrans FY 2021-22 Sustainable Communities Transportation Planning Grant to Develop a Special Plan for the Phase IV Segment of the Mariposa Creek Parkway; Approve a Letter of Support and Authorize the LTC Chair to Sign the Letter; and Authorize the Local Transportation Commission Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Form by County Counsel)

Sarah Williams/Planning Director provided a brief overview of this item and introduced Mikey Goralink/Community Design and Development Planner, who then provided the staff report. Supervisor Menetrey extended thanks for pursuing this project. No public input.

CORRECTION:

Change signature line on letter of support to reflect the LTC Chair.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

10:30 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:37 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Auditor RES-2021-45**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective March 1, 2021

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

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Administration (ID # 11341)**

Discussion and Direction Regarding Library Services and Funding

Janet Chase-Williams/Librarian provided background information and introduced Rebecca Adams/Library Assistant I, who provided a PowerPoint presentation. Board discussion ensued. No public input.

RESULT: **INFORMATION RECEIVED**

3. **HHS/Behavioral Health & Recovery Services** **RES-2021-46**

Approve a Memorandum of Understanding (MOU) with Anthem to Facilitate Implementation of Mariposa County's Behavioral Health Integration Project (BHI); and Authorize the Health and Human Services Agency (HHSA) Director to Sign the Memorandum of Understanding

Shannon Gadd/Health and Human Services Agency Director 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

4. **Public Works** **2021-ORD-1160**

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.031 of the Mariposa County Code Titled 'Camping and Overnight Parking'"

Mike Healy 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

5. **Public Works** **RES-2021-47**

Adopt a Mitigated Negative Declaration for the Dogtown Road Over Maxwell Creek Bridges 40C0038 & 40C0039 Replacement Projects; and Approve the Mitigation Monitoring Report Program

Mike Healy gave staff report. No public input.

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RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Administration** **RES-2021-48**

Approve the Second Amendment to a Lease Agreement with Carlos and Richard Ortiz for an Additional Six Months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment

Dallin Kimble presented staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. **Administration** **(ID # 11256)**

Receive a Presentation Providing an Update on the Implementation of the New Enterprise Resource Planning (ERP) Software

Dallin Kimble extended kudos to departments who assisted with this project and introduced Leigh Westerlund/Assistant County Administrative Officer who gave a PowerPoint presentation. No public input.

RESULT: **PRESENTATION MADE**

8. **Administration** **(ID # 11379)**

Discussion and Direction Regarding Possible Sale of California Public Utilities Commission (CPUC) Rule 20A PG&E Credits

Dallin Kimble provided background and explained the credit program, noting the County had 3.5 million credits which doesn't go very far. He noted that some counties are selling while others are buying; it is unknown if the program will be discontinued; recommended soliciting for proposals if the Board decides to sell; and advised that he is looking for direction from the Board. Board discussion ensued. No public input.

DIRECTION:

Sell the credits for the highest amount possible. Mr. Kimble advised he will pursue as directed and bring an item back to the Board with the best.

RESULT: **DIRECTION GIVEN**

9. **Administration** **(ID # 11399)**

Discussion and Possible Direction on the Fiscal Year 2020 - 2021 (FY21) Budget

Dallin Kimble presented update. Board discussion ensued. No public input.

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: INFORMATION RECEIVED

I. Items removed from Consent Agenda

1. **Clerk of the Board of Supervisors (ID # 11371)**

Receive Tracking List of Open Minute Orders

Board discussion ensued regarding the benefit and use of Minute Order Tracking and setting deadlines. Mr. Kimble provided an update on "Discussion and Direction on Pension and OPEB" investment process noting that they are on track and expecting an update from the Treasurer-Tax Collector-County Clerk. Mr. Kimble also provided an update on "Discussion and Direction on Real Estate Status and Opportunities" noting that the inventory is complete and there is a need to get back to space needs to evaluate where we will be in the next 30 to 50 years.

DIRECTION: Remove the February 25, 2020 item from the list

RESULT: INFORMATION RECEIVED

J. Closed Session

1. **Administration (ID # 11343)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APN 012-140-0230; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Sale

RESULT: CLOSED SESSION HELD

2:32 PM Chair Long moved the meeting into Closed Session.

Reconvened

2:46 PM Chair Long reconvened the meeting and reported that Information was Received, and Direction was Given during the Closed Session.

K. Board Information

Information was received.

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Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

L. Adjournment

2:47 PM Chair Long adjourned the meeting in memory of William Edward Davis, Clara Ashworth, Janice Maddux and Allan Donald King.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jan 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 16, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-67**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-68**

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2021-69**

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

CA4. **Sheriff's Office RES-2021-70**

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

CA5. **Sheriff's Office RES-2021-71**

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

CA6. **Administration RES-2021-72**

Adopt a Resolution Changing the Authorized Signature Authority in Section 2 of Resolution 2019-52 from Chevon Kothari, Director, Health and Human Services Agency to Board of Supervisors Chair

CA7. **Administration RES-2021-73**

Adopt a Resolution Changing the Authorized Signature Authority in Section 2 of Resolution 2019-51 from Chevon Kothari, Director, Health and Human Services Agency to Board of Supervisors Chair

CA8. **Board of Supervisors**

Approve the Minutes of Friday, January 22, 2021

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, February 9, 2021

CA10. **Clerk of the Board of Supervisors 2021-18**

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

CA11. **Clerk of the Board of Supervisors 2021-19**

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

CA12. **County Counsel 2021-20**

Recognize Dallin Kimble and Monica Ramirez for Their Past Service on the Mariposa County Safety Committee; Appoint Michael Cornwell and Reappoint Mike Healy and Steve Dahlem as Management Representatives for One-Year Terms Expiring February 16, 2022; and Appoint Matthew Rouse to an Unexpired Term as a Rank and File Representative to the Mariposa County Safety Committee Expiring August 18, 2021

CA13. **HHS/Community Services RES-2021-74**

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve the Recommended Revisions to the In-Home Supportive Services Advisory Committee Bylaws

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Health reported on recent vaccination clinics, noting that of the 600 appointments, 150 cancelled which prompted last minute calls to other people; and discussed ways for people to make appointments, and noted that they are still scheduling by age and are getting into the 70 year olds. Dr. Allen also advised that two residents passed away from Covid last week, and she reminded of the seriousness of this virus. Dr. Allen also discussed the state's third party agreement solution but noted that it is not yet live; and noted that it contains no language that requires that party to work with local health departments and the California Department of Public Health. She also advised that MyTurn will be mandated for use statewide but Mariposa is listed in the third wave which is anticipated to occur in March. Discussion ensued between Dr. Allen and Supervisor Forsythe regarding the clinic attendance rates and whether there are higher attendance percentages for the second dose. In response to an inquiry from Supervisor Smallcombe, Dr. Allen also discussed the numbers of doses received and anticipated.

Dallin Kimble/County Administrative Officer advised of a grant award for $133,000 for center and fog line striping on some of the main roads; and reported on potential grants for $4.4 million in an Active Transportation grant to build Phase 3 of the Mariposa Creek Parkway and 11th Street Paseo, $515,000 from the Wildlife Conservation Board to restore Phase 2 and 3 of Mariposa Creek, and a $1.9 million Active Transportation Grant for a Mariposa Elementary Safe Routes to School project.

Mike Healy/Public Works Director advised of the receipt of an Air Quality Improvement Funding paving grant for $900,000 for engineering, and $800,000 for construction. He also reported on the receipt of two airport CARES grants for maintenance at the airport in the amounts of $30,000 and $13,000. Mr. Healy also reminded that Caltrans will be making a presentation to the Board on the Ferguson Slide on March 2nd. Mr. Healy also advised that Caltrans will be providing another presentation regarding the Highway 140 and 49 repaving project later in the month which will include discussion of the downtown pedestrian safety project; and reported that the six bids received for that project were in the range of $2.8 million, which is 3% under the engineer's estimate.

F. Public Comment on Non-Agenda Items

Joy Muller/Lake Don Pedro resident discussed the increased traffic, parties, and rumored drug dealing that has been occurring on Lazo Way since Covid-19 happened; discussed his hopes that the ordinance would quash the behavior; and reported how it has not; and noted that this behavior is not good for the County or its youth.

Kim Martin/Coronado Road resident reported that her fear and panic, whenever she hears the sound of motorcycles or cars coming up the hill, make her feel trapped in her home. She also advised that she call the Sheriff's Office this weekend; noted that they were very responsive and asked people to leave; and advised that the masses of people came back as soon as the deputies left.

Matthew Garcia/Lake Don Pedro resident discussed his history with, and service to, the area: stated that we are losing some of our youth to some of the drinking, drugs, and gangs that are occurring on "party hill"; noted that he wants law

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

enforcement and community members to rally around them because gangs are coming up here; and noted that he would like to see a bigger presence there.

Wendy Garcia/Lake Don Pedro resident discussed her work with the area youth; discussed an example of a young man stealing keys and driving drunk through town to go to "party hill"; noted that saying that we do not have the resources in no sufficient; and discussed the many resources used for fires and accidents.

Hans Frei/Lake Don Pedro Baptist Church minister complained about neglect of the Northside; advised of the condition of Merced Falls Road, noting that he has not seen a long term solution for the last forty-five years; and advised that Dogtown and Greeley, where past supervisors lived, have been fixed. Pastor Frei also discussed the commercial growing of marijuana in residential neighborhoods, and that that our county needs an ordinance with teeth. He also noted that the area in question has always been "party hill" but the activities are escalating and it needs to be addressed. He also stated that the Northside needs more attention, and more law enforcement.

Dan Hankemeier/Coronado Drive resident noted that he makes that walk regularly; discussed how well maintained this area is, and noted that he sees nothing but junk on Lazo Court. He advised that the cars drive through the area as fast as they can with a great deal of noise; reported on someone dumping garbage from a bathroom remodel about a year ago; noted that a County employee cleaned up the area but it will be trashed again, soon; and advised that the back roads from here to Don Pedro are never maintained.

Mitch Miller/Lazo Way resident noted speaking to the Board on December 9th; referred to an email from his friend Jim Blaze; advised that the situation has become worse since December 9th; noted his understanding that something was being done to put "teeth" into the ordinance but, noted, that will solve the problem as someone needs to be there to cite people; and discussed their drinking and driving.

Jeremy Briese/Sheriff - Coroner - Public Administrator discussed the activities on Lazo Way noting that they have seen an increase of people in that area, which is why he has stressed additional staffing of that area; noted that deputies are instructed to patrol that area as much as they can; and advised that not all of the participants are drug dealers and gangsters because some good people go up there to view the sunset but, regardless, the deputies have been instructed to escort people out. Sheriff Briese also discussed a situation with a car club there which resulted in a citation from the California Highway Patrol (CHP.)

Mike Healy discussed Lazo Way and noted that he does have some engineering approved devices on the way; advised that he has met with Sheriff Briese; discussed Mr. Blaze's email noting that chains and K-Rail are not approved under the Uniform Traffic Safety Manual; and advised that they are designing devices. As to comments regarding area maintenance, Mr. Healy noted that Merced Falls Road causes a good deal of maintenance, and advised that it is in the STIP plan for repaving within the next two years.

Gil Peirsol/CHP Commander noted that communication is the key; and expressed his appreciation for airing the concerns so that we can all work together to mitigate the issue.

Kevin Briggs/Assistant County Counsel advised that on December 9th, we did report that we were working on an ordinance; and advised that it is currently in process and has multiple moving parts so it needs to be done carefully.

Supervisor Long noted the County thought that the No Parking ordinance had partially solved the issue, but he knew it had not succeeded when he heard that the signs had been pulled up. He also noted that he would like to schedule a discussion

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

and direction item for this board to make sure that the issue gets addressed and solved.

1. **Clerk of the Board of Supervisors (ID # 11501)**

Handouts from the Public Comment on Non-Agenda Items Portion of the February 16, 2021

RESULT: INFORMATION RECEIVED

G. Regular Agenda Items

1. **HHS/Behavioral Health & Recovery Services RES-2021-75**

Approve the Commitment of $600,000 in Whole Person Care Mental Health Homeless Housing Funding to Finance the Mariposa Creekside Terrace Housing Project; and Authorize the Health and Human Services Agency (HHSA) Director to Sign and Submit the Commitment Letter to Self-Help Enterprises, the Project Sponsor

Shannon Gadd/HHSA Director gave the staff report, noting that the Creekside Terrace Project will provide a total of 42 units and not 41 as noted on page 43 of the agenda packet. During public comment, Joe Lynch/citizen spoke in support of the item, while Betsy McGovern-Garcia extended thanks to the County for his continuing partnership. In response to an inquiry from Supervisor Smallcombe, Ms. McGovern-Garcia noted that with this action, the project will be able to meet its April 26th timeline.

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

2. **HHS/Public Health RES-2021-76**

Adopt a Resolution Waiving Environmental Health Fees on Restaurants, Bars, Bed & Breakfast Facilities, Annual Temporary Food Facilities, and Public Pools and Spas for the Calendar Year 2021; and Direct Staff to Refund or Credit Those Businesses that Paid the Full Fee

Kristina Allen gave the staff report. Dallin Kimble extended thanks to Environmental Health for the action during public comment.

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

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

3. **County Counsel RES-2021-77**

Adopt the COVID-19 Prevention Program Language and Incorporate it into the Mariposa County Illness & Injury Prevention Program (IIPP) as Appendix A

Steven W. Dahlem/County Counsel gave the staff report. No public input.

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

4. **Administration RES-2021-78**

Declare Approximately 21,241 Square Feet of APN 12-140-0230, as Identified in Exhibit "A" of the Attached Agreement, as Surplus Land; Approve an Agreement to Sell Surplus Real Property at APN 12-140-0230 ($1,891.50); and Authorize the Board of Supervisors Chair to Sign the Associated Purchase Sale Agreement, Lot Line Adjustment Application, Transfer Deed and Any Other Forms Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave the staff report. During public comment, Betsy McGovern-Garcia advised that she was on the phone to answer questions.

DIRECTION:
Supervisor Smallcombe requested that another presentation be scheduled before the Board to provide an overview of the Mariposa Creekside Terrace Housing Project's timeline and tasks.

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

Recess

10:14 AM Chair Long recessed the meeting for a brief break and reconvened at 10:18 AM.

5. **Administration RES-2021-79**

Adopt a Resolution Approving an $8.5M Application for the Statewide Park Development and Community Revitalization Program Grant Funds (Proposition 68) for a Mariposa County Community Recreation Center on the Southeast Corner of the Pfremmer Parcel and Adjacent to the Mariposa Creek Parkway

Dallin Kimble introduced Leigh Westerlund/Assistant County Administrative

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Officer who gave the staff report with a PowerPoint presentation that provided a history of county efforts and suggested activities. Board members required clarification regarding grant timelines and when staff first became aware of the opportunity, whether information from a previous grant application can be used, what type of facility could be constructed if the grant is obtained, whether existing infrastructure can support such a facility, the design-build process, and the potential to expand a facility with phases. No public input. Board discussion ensued with concerns expressed regarding the adequacy of the roads and other infrastructure in the proposed project area, the sufficiency of the road length, and whether additional egress would be needed.

ACTION: ***The Resolution was adopted, but staff is not to submit the application until the concerns regarding the roads and infrastructure are clarified.***

RESULT:	**ADOPTED AS AMENDED [4 TO 1]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey
NAYS:	Wayne Forsythe

H. Items removed from Consent Agenda

None.

Recess

12:03 PM Chair Long recessed the meeting for lunch.

I. 2:00 PM Reconvene

1. **Fire RES-2021-80**

Adopt the Mariposa County Community Wildfire Protection Plan (CWPP)

Steve Ward/County Fire - CAL FIRE introduced John Morgan/County Fire - CAL FIRE who introduced the committee members. Molly Mowery/Wildfire International Project Lead gave the staff report telephonically with Chief Morgan changing PowerPoint slides as needed. Long extended thanks for the all of the work. No public input. Board discussion ensued regarding community involvement. In response to a question from Supervisor Smallcombe, Steve Ward noted that the criteria used to choose communities included the nearness of firehouses, the density of structures, fuel reduction, ingress/egress, and projected fire spread.

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

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

J. Board Information

Information Received.

K. Adjournment

3:05 PM Chair Long adjourned the meeting in memory of James Diaz, Robert Garcia, and Joseph Winkler.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 16, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-99

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve New Classification-Driver

RECOMMENDATION AND JUSTIFICATION:
Approve the New Classification and Job Description of Driver Effective Immediately; Set the Driver Monthly Salary at $2,921.65 - $3,550.84; and Assign the Driver Classification to the SEIU Bargaining Unit.

The Board of Supervisors approved the four full-time Driver allocations within the Fiscal Year 2020-21 Final Budget Resolution 2020-551.

In FY 2018-19, Health & Human Services Agency (HHSA) staff transported clients over 250,000 miles to medical appointments, court, and other program destinations. This is approximately five times more than the Mari-Go Dial-a-Ride and Medical transportation services provided during that same year. This represents an opportunity cost for both HHSA and the taxpayers. Approximately $339,000.00 was spent on payroll for these trips, many of which were completed by Behavioral Health staff that could not bill health insurance for these services. Dedicated driver positions will allow HHSA to reduce operating costs by aligning a more appropriate position with the service being provided. At this time, there is not an existing position that fulfills this need.

It is recommended that the classification of Driver and job description are approved for the Agency's use.

It is further recommended that the Driver classification be assigned to the SEIU bargaining unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
At their meeting of September 15, 2020 the Board of Supervisors approved the Final Budget, including approval for the four new Driver position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT:
The allocations have already been approved and are in the current FY 2020-2021 budget.

ATTACHMENTS:
Driver Position Description (PDF)

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

County of Mariposa

DRIVER

DEFINITION

To safely operate a County vehicle to drive authorized clients to and from scheduled medical and other program-related appointments; to ensure the assigned vehicle is in safe operating condition; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

This job class is responsible for ensuring the safety of clients at all times during trips. Clients may come from diverse backgrounds, including senior citizens and persons with disabilities. This position requires compassion, patience, and tolerance.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Drives a County vehicle to transport clients safely in accordance with authorized, pre-approved schedules, both within and outside of the County.

Provides safe, courteous and efficient transportation for clients. This may include, but is not limited to: transporting clients; assisting clients in and out of the vehicle; and escorting clients to appointments, as necessary.

Maintains accurate record keeping of trip information and vehicle mileage logs. Prepares reports of driving hazards, accidents and/or passenger incidents.

Maintains current required licenses and certificates.

Cleans vehicle interior and exterior as needed to ensure it is in safe operating condition.

Performs other related duties similar to the above in scope and function, as required.

EMPLOYMENT STANDARDS

Knowledge of:

The California State Motor Vehicle code, as it relates to the operation of vehicles used in transporting passengers.

Safe driving practices.

CPR and first aid techniques.

Attachment: Driver Position Description (RES-2021-99 : Approve New Classification-Driver)

Ability to:
Operate a two-way radio.

Read and interpret a map or navigation app.

Remain calm in emergency situations.

Understand and follow both oral and written instructions independently.

Exercise good judgment and extreme caution while operating a transportation vehicle.

Maintain records and logs related to vehicle maintenance and the transportation of passengers.

Exhibit compassion, patience, and tolerance.

TYPICAL WORKING CONDITIONS

Incumbent drives and operates County vehicles while transporting clients. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, and vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to drive vehicles for extended periods of time, as well as the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing work. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

MINIMUM QUALIFICATIONS

Experience:
Qualified work experience in driving and dealing directly with people.

Education:
Graduation from high school or equivalent.

ADDITIONAL REQUIREMENTS:
Possession of a valid and appropriate California Driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

A safe driving record.

A valid CPR and first aid certificate, or the ability to obtain one within 30 days of hire.

This class specification lists the major duties and requirements of the job and is not all-

Attachment: Driver Position Description (RES-2021-99 : Approve New Classification-Driver)

inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-100

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Amendments to the Division Director of Health Services and Deputy Director Job Description

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RECOMMENDATION AND JUSTIFICATION:
Approve amendments to the Division Director of Health Services and Deputy Director job description effective immediately.

The Division Director of Health Services and Deputy Director positions are currently vacant in Health & Human Services Agency. There has been an inability to find qualified people for these positions and the additional requirement limits the ability of employees in the Public Health Branch of the Health Services Division to be promoted past Deputy Director. Therefore, before filling the vacancies, we are requesting a few changes to these job descriptions.

The proposed amendment to the Division Director of Health Services job description includes changing the additional requirements to read: May be required to meet the California Code of Regulations Title 9. Division 1, Chapter 3, Article 8, section 620, Director of Local Mental Health Services requirements.

The proposed amendment to the Deputy Director job description includes adding the following to the additional requirements section: May be required to meet the California Code of Regulations Title 9. Division 1, Chapter 3, Article 8, section 620, Director of Local Mental Health Services requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time, the Board approves amended job descriptions when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the changes to the job description as requested we could lose potential candidates and promotional opportunities in the future.

FINANCIAL IMPACT:
There is no recommendation for a salary change with this action. There is no impact to the County General Fund.

ATTACHMENTS:

Division Director of Health Services Job Description with Track Changes (PDF)
Deputy Director Job Description with Track Changes (PDF)

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

County of Mariposa

DIVISION DIRECTOR OF HEALTH SERVICES

DEFINITION

The Division Director is a member of the Health and Human Services Agency (Agency) senior management team that assists the Agency Director in managing and directing an assigned Division; when appointed shall serve as the acting Director in Director's absence and shall assume full responsibility of the Agency; manages the day-to-day operations of a division of the Agency including direction of deputy directors leading the Behavioral Health Branch (including adult mental health), the Public Health Branch (including Environmental Health); and ensures coordination of Adult System of Care. Incumbents serve as the County designated Director of Local Mental Health.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Agency Director.

May receive limited direction from the County Health Officer in some cases, specifically, but not limited to Health and Safety Code §101310.

Exercises direct and indirect supervision over management, supervisory, professional, technical and clerical personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include, but are not limited to:

Establishes the requirements for the division programs to meet local behavioral and public health needs.

Develop, implement, and interpret policies and procedures related to behavioral and public health branches and other assigned programs and services.

Plan, organize, coordinate, and direct activities and operations of the Division; confer with the Director regarding policies and operating processes; review, evaluate and recommend changes in policies, programs and operations; mentor and coach subordinates to implement the direction of the Agency; identify emerging issues; assess alternative strategies and action plans, and solves problems.

Recommend priorities for Division resource allocations; recommend, develop, implement and evaluate strategic plans, goals, objectives, policies and procedures related to these functions; coordinate health activities with other County departments and outside agencies.

Develop and implement work plans, performance measures, assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Attachment: Division Director of Health Services Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division

Confer with County Health Officer on all aspects of division operations including, but not limited to, public health actions and clinical services.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as requested; maintain discipline and high standards necessary for the efficient and professional operation of the Division.

Direct all operations of the Health Services division in a manner that maximizes revenue, minimizes costs and eliminates duplication of services, assuring a high level of integration with the Division Directors and their related functions.

Consult and cooperate with state departments, County department directors, advisory boards and advocacy groups on all aspects of health or human services and community outreach; identify and assess community, constituent, policy and operational issues and problems; develop, evaluate and recommend alternative strategies and solutions; and assist in implementing strategies, operational plans and programs.

Ensures implementation and ongoing coordination of the Adult System of Care.

Review and implement emergency action plans developed as part of an Emergency Operations Center or Department Operations Center activation.

Prepare the Division budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

Conduct and/or attend various public meetings to represent the interest of the division; build and maintain positive working relationships with state departments, department heads, County managers, County employees, and the public using principles of good customer service.

Represent the division to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Evaluate public complaints pertaining to activities, practices, or individuals of the Division; direct the internal investigations within the Division as directed by the Director.

Research and prepare technical and administrative reports; prepare written correspondence.

Perform related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Public health issues and their relation to existing and new programs and services.

Attachment: Division Director of Health Services Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division

Environmental health issues and their relation to existing and programs and services.

Behavioral health problems and issues and their relationship to the development and delivery of behavioral health programs and services.

Operating policies and procedures of the State Mental Health Services Division and general requirements of the Mental Health Services Act.

Operations, services, and activities of a comprehensive and integrated health or human services program

Principles and practices of leadership; organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Principles and practices of policy development and implementation.

Principles and practices of organization, administration and personnel management.

Principles of financial administration, including public budgeting, reporting, health care reimbursement and alternative funding sources and strategies.

Principles of supervision, training and performance evaluation.

Principles and practices of business correspondence and report writing.

Legislative process and current developments related to health and social programs.

Inter-governmental relationships and regulations affecting health and human service program delivery.

Pertinent local, state and federal laws, rules and regulations.

Ability to:
Manage and direct a comprehensive and integrated health or human services program.

Review and report on job analyses and evaluation, organizational design, staffing patterns/levels and training needs, analyze employee relations issues; assist in providing administrative and professional leadership in support of the Agency.

Successfully develop, control and administer divisional budget and expenditures.

Attachment: Division Director of Health Services Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division

Analyze and assess programs, policies, and operational needs and make appropriate adjustments.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Identify and respond to sensitive community and organizational issues, concerns and needs.

Coordinate and integrate program components in a cohesive and effective service delivery system.

Interpret and apply County policies, procedures, rules and regulations.

Communicate clearly and concisely, both orally and in writing.

Work with various cultural and ethnic groups in a respectful and effective manner.

Establish and maintain effective working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion.

Oversee the planning, directing and monitoring the administration and operations of a complex division with a wide variety of programs, services and funding sources.

Assemble, organize and present in written or oral form, administrative, financial, factual, and other information derived from a variety of sources.

Supervise, train and evaluate assigned personnel.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel object, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

Attachment: Division Director of Health Services Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division

MINIMUM QUALIFICATIONS

Experience:
Five years of responsible program experience and /or administrative experience relating to planning, organizing or directing the operations within a complex department or agency with a wide variety of programs, services and funding sources. Experience in a health or human services agency is desirable.

Education:
Master's Degree from an accredited college or university with major course work in business, public administration, public health, health science, sociology, social work, psychology or a related field.

Additional Requirements:
~~Must~~ May be required to meet the California Code of Regulations Title 9. Division 1, Chapter 3, Article 8, section 620, Director of Local Mental Health Services requirements.

Possession of a valid California driver's license. Under certain circumstance, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three month by signing an acknowledgement form.

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

Must pass a pre-employment physical.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Created: 6/2019 (B/S Res. 19-373)
Revised: 6/2020 (B/S Res. 20-286)

Attachment: Division Director of Health Services Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division

Attachment: Deputy Director Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division Director of Health

County of Mariposa

DEPUTY DIRECTOR

DEFINITION

The Deputy Director of the Health and Human Services Agency (Agency) is an executive management level position that reports to the Director of Health Services; the Director of Human Services or the Director of Administrative Services. Incumbents are responsible for the overall administration of a branch or for delegated elements of overall departmental operations, finance or administration. Responsibilities include oversight of complex programs, meeting benchmarks and mandated targets/performance outcomes. Incumbents provide organizational leadership through changing technologies, initiatives, and legislative mandates. This position is a key advisor to the Division Directors and acts for the Division Director within delegated authorities. A professional license and/or certification is desirable in some positions in this class. A strong commitment to public service is also desirable.

DISTINGUISHING CHARACTERISTICS

Deputy Director – Administration

Administration Branch - As part of the Agency reporting to the Division Director of Administrative Services, plans, implements and oversees budgets, contracts, and technical services across the Agency. The Administration Branch assumes responsibility for overall development, coordination and management of fiscal and management systems and forecasts, in consultation with services Divisions, the resources needed for effective service delivery to the community.

This Branch also assists the Division Director with public health emergency response policy and preparedness development, staff development and training, and oversees program integrity operations to monitor compliance across programs throughout the Agency.

The Branch includes programs and units such as: Fiscal, Information Technology, Contract Management, Staff Development and Program Integrity.

Deputy Director - Adult and Aging

Adult and Aging Branch - As part of the Agency reporting to the Division Director of Human Services, the Adult and Aging Branch provides a variety of services to residents of Mariposa County with a focus on administering programs to serve and protect vulnerable and older adults.

The primary mission of this Branch is to promote the safety, well-being and stabilization of vulnerable adults, seniors and veterans.

The Branch includes programs and units such as: Adult Protective Services, Senior Services, Veterans Services, In-Home Supportive Services, Energy Assistance Programs, Housing and Homeless Assistance and Homeless Shelter Operations.

Deputy Director - Behavioral Health and Recovery Services
Behavioral Health and Recovery Branch - As part of the Agency reporting to the Division Director of Health Services, provides mental health and substance use disorder services to adults and children throughout the County. Staff within this Branch work in multiple settings including, but not limited to County offices, client homes, emergency departments, the County jail, schools and non-profit agencies. The Branch holds multiple contracts with psychiatric inpatient units, residential treatment facilities, private providers, and non-profit agencies.

The primary mission of this Branch is to promote and improve the health and wellness of the residents of Mariposa County.

The Branch includes programs and units such as: Crisis Response, Adult and Children's Mental Health Services, Psychiatric Services, Wellness Center, Substance Use Disorder Outpatient Services, Drug Court and Behavioral Health Court, and Restoration of Competency.

Deputy Director - Public Assistance Branch
Public Assistance Branch – As part of the Agency reporting to the Division Director of Human Services, plans, implements and oversees a spectrum of programs and services designed to move people from public assistance to independence. Through County-wide outreach and community engagement, this Branch administers a variety of programs for residents both with and without minor children.

The Branch's primary mission of fostering self-sufficiency among those it serves touches every facet of daily life from employment, housing and health care to transportation, education and child care.

The Branch includes programs and units such as: Employment Services, CalLearn, CalWORKs, CalWORKs Housing Support Program, CalFresh, Medi-Cal, General Assistance and SSI Advocacy programs.

Deputy Director - Public Health
Public Health Branch – As part of the Agency reporting to the Division Director of Health Services, administers a variety of programs to support the overall health and well-being of County residents. This Branch provides information, education and consultation on matters related to the prevention, diagnosis and treatment of diseases and conditions of public health significance. The Branch additionally promotes and participates in activities to support the overall improvement of Social Determinants of Health.

The Branch is responsible for achieving and maintaining accreditation through the Public Health Accreditation Board and addressing all standards and measures associated with accreditation.

The Branch includes programs and units such as: community health and clinic services such as California Children's Services, Maternal and Child Health, Immunizations and the SAFE

Attachment: Deputy Director Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division Director of Health

Program; Public Health Emergency Response, Health Education, such as Nutrition and Tobacco Programs; and Environmental Health.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an assigned Division Director or the Agency Director.

Exercises direct and indirect supervision over supervisory, professional, technical and clerical personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include, but are not limited to (for all assignments):

Oversee and coordinate the fiscal management, personnel management, program planning and evaluation functions of the assigned area of responsibility.

Develops and implements goals, objectives, policies, procedures and work standards for assigned divisional areas.

Assures services are delivered to program participants in a timely, efficient and effective manner and in compliance with federal, state and local laws.

Works cooperatively with other department and division leaders to effectuate the integrative and interdependent elements of the Agency's systems of care.

Plans, organizes, coordinates and directs assigned areas in establishing performance standards for quality timeliness, communicating goals and performance expectations, and ensuring conformance to established policies and procedures.

Assesses service delivery and communicates these findings to the Division and Agency Director; implement changes to improve efficiency and service quality; maximize effectiveness of programs operations, and ensure alignment with the Agency's vision and mission.

Supports the Division Director in the administration of the Branch's budget; forecasts the need for additional funds for staffing, equipment, materials and supplies; monitors operations in order to ensure the accomplishment of objectives within budget restrictions.

Serves as a technical expert by providing consultation regarding programs, legal or policy matters to entities such as County department managers or administrators, Board of Supervisors, advisory boards and advocacy groups.

Ensures that all services are coordinated with programs and services provided by other Agency Branches, and related state and federal programs.

Establishes, facilitates and maintains effective communication between professional, clinical and technical staff, including managers and staff in other local, state and federal agencies.

Attachment: Deputy Director Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division Director of Health

Responds to and resolves citizen, client or community inquiries, requests for assistance, and complaints or grievances.

Reviews compliance of programs and performance reports; and develops methods for improving staff and program performance.

Conducts public speaking events with the goal of outreaching to and engaging community partners and stakeholders.

Selects, supervises, trains and evaluates subordinate supervisory, professional, technical and clerical personnel.

Assists in the development and management of Branch goals, objectives, and policies to meet the Agency's and County's strategic direction.

Implements, updates, and maintains the Branch's policies and procedures, and advises the Division Director on needed revisions and changes.

EMPLOYMENT STANDARDS *(for all assignments)*
Knowledge of:
Administrative principles and methods, including policy implementation, goal setting, program development and administration, and personnel management.

Budget development and administration.

Health and human services programs related to assigned area of service.

Governmental organizational structures.

Social, political and economic issues influencing area of responsibility.

Available public and private community resources.

Principles and practices of conflict resolution.

Ability to:

Analyze and resolve complex administrative problems and negotiate effective solutions among diverse interests.

Exercise sound independent judgment within general policy guidelines.

Establish and maintain effective working relationships with a large and diverse group of people encountered in the course of the work.

Attachment: Deputy Director Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division Director of Health

Monitor the activities in multiple programs or functions to ensure all activities are consistent with established policies and procedures and the mission of the Agency.

Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects.

Read and understand complex written materials, such as laws, proposed legislation, policies, and reports in order to interpret, explain and apply.

Communicate verbally, in person or by telephone, clearly and concisely with a variety of audience on a variety of matters.

Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication.

TYPICAL WORKING CONDITIONS
Work is normally performed in an office environment; travel to regional and statewide meetings is necessary.

TYPICAL PHYSICAL REQUIREMENTS
Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel object, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS
Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Possession of a Bachelor's degree from an accredited college or university in a management field such as public administration, business administration, or health services administration; or in a related human service field such as social work, psychology, mental health, public health, health sciences, or sociology; or a closely related health field such a life sciences or physical sciences. A Master's degree is desirable.

For the Deputy Director of Behavioral Health and Recovery Services:
A Master's Degree in social work, psychology, marriage and family therapy or a related field is required.

And

Attachment: Deputy Director Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division Director of Health

Four (4) years of experience managing a major organizational unit or program within the field of human services delivery or human services administration with responsibilities for planning, directing, and controlling the activities of subordinate staff; and including program development and management, budget preparation and administration, development of policies and procedures, and supervision and evaluation of staff.

Additional Requirements:
May require possession of a specific license to perform and/or oversee clinical functions in the State of California.

May be required to meet the California Code of Regulations Title 9. Division 1, Chapter 3, Article 8, section 620, Director of Local Mental Health Services requirements.

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Possession of a valid California driver's license. Under certain circumstance, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three month by signing an acknowledgement form.

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

Must pass a pre-employment physical.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Created: 6/2019 (B/S Res. 19-373)

Attachment: Deputy Director Job Description with Track Changes (RES-2021-100 : Approve Amendments to the Division Director of Health

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-101

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Cal-EIS County Reimbursement Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the California Department of Public Health to perform epidemiologic services for an amount not to exceed $45,000; and Authorize the Board of Supervisors Chair to sign the Agreement.

The California Department of Public Health (CDPH) will facilitate the placement of, and coordinate the training for the California Epidemiologic Investigation Services (Cal-EIS) Fellow who will receive epidemiologic training and experience from the County Health and Human Services Agency (HHSA). During this training, the Fellow will perform a variety of activities related to epidemiologic services that include assisting in the collection and analysis of health-related information to address health needs of the general population, developing evidence-based interventions in response to epidemiologic findings, and acting as principal investigator under the supervision of the Deputy Director of Public Health. CDPH will receive a monthly reimbursement of $3,750 per month from HHSA to be paid to the Fellow.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new activity with the CDPH regarding Cal-EIS.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, the County will forego a significant opportunity to receive epidemiologic services that can facilitate long-term public health benefits for the County.

FINANCIAL IMPACT:
The costs of this agreement will be paid with COVID grants funds. There is no financial impact to the County General Fund.

ATTACHMENTS:
CDPH_County Reimb Agreement_2021 template (PDF)

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

CDPH Contract #
County Contract #

Cal-EIS COUNTY REIMBURSEMENT AGREEMENT

THIS PROGRAM AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the _____day of _____, 2021 by and between the California Department of Public Health (hereinafter referred to as "CDPH") and Mariposa County, a political subdivision of the State of California, on behalf of its Health and Human Services Agency, Public Health Division (hereinafter referred to as "County"). CDPH and County are referred to herein individually as a "party" and, collectively, as the "parties."

1. Scope of Work

The parties agree to comply with the terms and conditions of Exhibit A which sets forth the duties and responsibilities of the parties. Under this Agreement, CDPH will facilitate the placement of, and coordinate the training for, the California Epidemiologic Investigation Service (Cal-EIS) Fellow ("Fellow") who will supply direct epidemiologic services to the County, and County will provide training and work experience to the Fellow.

2. Term

The term of this Agreement is July 1, 2021, or upon final approval of the Agreement by CDPH, through June 30, 2022.

3. Cost of Services and Billing

The County agrees to reimburse CDPH an amount up to $3,750.00 per month for the actual amounts paid by CDPH to the Fellow. The total amount payable under this Agreement shall not exceed $45,000.00.

To obtain payment, CDPH shall submit an itemized invoice not more often than monthly, in duplicate, to:

Randy Ridenhour

HHSA Fiscal

P.O. Box 99

Mariposa, CA 95338

4. Status of Fellow

It is expressly understood and agreed by CDPH and County that the Fellow is being placed by CDPH with County for the purpose of gaining work experience. The Fellow will not be considered an employee of CDPH or County for any purpose, including, but not limited to, eligibility to receive compensation for services and employee benefits. At any time, County may enter into an employment relationship with the Fellow. However, if County and the Fellow

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

decide to enter into an employment relationship, CDPH will not be a party of the employment relationship and CDPH will have no role whatsoever in the relationship. The County shall notify CDPH 30 days prior to entering into an employment relationship with a Fellow.

5. Responsibilities of CDPH

A. CDPH will facilitate the placement of the Fellow with the County.
B. CDPH will assist in the coordination of training for the Fellow.
C. CDPH will confirm with each Fellow that he/she is solely responsible for:

1) Reporting to County on time and conforming to County's policies, rules, and regulations.

2) Performing the assigned activities according to generally accepted professional practices and standards, and the requirements of applicable federal, state and local laws.

3) Arranging his/her own transportation.

6. Responsibilities of County

A. County agrees to commit to 12 months of training for the Fellow.
B. County may request that CDPH participate in discussions with a Fellow and County if Fellow does not adhere to County policies, rules and regulations. In that event, CDPH will assist in developing a plan for Fellow and County to better meet the responsibilities of all parties and the Fellow.

7. **Termination**

A. This Agreement may be terminated by either party, with or without cause, upon 30 days written notice.
B. If Fellow and County enter into an employment relationship pursuant to Paragraph 4 above, this Agreement will terminate effective the date of employment of the Fellow with the County.

8. Agreement Representatives

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

California Dept. of Public Health	**County**
Caroline Peck, MD, MPH	Eric Sergienko
Telephone: (916) 552.9940	Telephone: (209) 966-2000
Fax: (916) 552-9729	Fax: (209) 966-8251 PHI: 742-0996

Direct all inquiries and notices to:

California Dept of Public Health	**County**
Caroline Peck	Kristina Allen
Cal-EIS Fellowship Program Director	Deputy Director, Public Health

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

CDCB/Workforce Development Section
P.O. Box 997377, MS 7213
Sacramento, CA 95899-7377

Telephone: (916) 552-9940
Fax: (916) 552-9792

P.O. Box 99
Mariposa, CA 95338

Telephone: (209)966-3689
Fax: (209)966-4929

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

9. Mutual Indemnification

A. County and CDPH shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either County or CDPH.

B. It is expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Section 895 of the Government Code.

10. Ownership of Documents

A. County shall be the owner of, and shall be entitled to, possession of any computations, plans, correspondence or other pertinent County data and information gathered by or computed by Fellow(s) prior to termination of this Agreement for any reason.

B. No material prepared with County data and information in connection with the Agreement shall be subject to copyright in the United States or in any other country.

11. County's Obligation Subject to Availability of Funds

A. County's obligation under this Agreement is subject to the availability of authorized funds. County may terminate the Agreement, or any part of the Agreement work, without prejudice to any right or remedy of County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, County may, upon written notice to CDPH, terminate this Agreement in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Agreement is terminated for non-appropriation:
   i. County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

ii. CDPH shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.

C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Agreement. Should such an appropriation during the term of this Agreement not be approved, prior written notice shall be provided to CDPH and this Agreement will terminate at the close of the current Appropriation Year.

D. This Agreement is void and unenforceable if all or part of federal or state funds applicable to this Agreement are not available to County. If applicable funding is reduced, County may either:
(1) Cancel this Agreement; or,
(2) Offer a contract amendment reflecting the reduced funding.

12. CDPH's Obligation Subject to Availability of Funds

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 CDPH shall have no liability to provide services or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.

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

13. Changes and Amendments

Either party may request changes in the scope of services. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

14. Choice of Law

The parties have executed and delivered this Agreement in the County of Mariposa, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Mariposa County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

15. Execution in Counterparts

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Digital or facsimile copies

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

shall be deemed to be original copies.

16. Entire Agreement

This Agreement constitutes the entire agreement between County and CDPH. There are no terms, conditions or obligations made or entered into by the parties other than those contained herein.

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

COUNTY OF MARIPOSA	CALIFORNIA DEPT. OF PUBLIC HEALTH
By:_____	By:_____
Marshall Long, Chair of the Board Mariposa County Board of Supervisors	_____, Chief Contracts and Purchasing Services Section
Date:_____	Date:_____

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

CDPH Contract #
County Contract #

EXHIBIT A
SCOPE OF WORK

Contract Description:

The California Department of Public Health (CDPH) will facilitate the placement of, and coordinate the training for the California Investigation Service (Cal-EIS) Fellow who will receive epidemiologic training and experience from the County.

Responsibilities of Fellows:

The Fellow will receive training and perform epidemiologic services at Mariposa County Health and Human Services Agency facilities during normal County working hours, Monday through Friday, excluding county observed holidays.

The Fellow's activities will include the following:

1. Assist in improving the collection and analysis of health-related information and other community health data to address the health needs and health status of the general population.
2. Conduct surveillance activities and investigations for public health problems pertinent to Mariposa County populations.
3. Analyze data from epidemiologic investigations and studies.
4. Assist in developing evidence-based interventions in response to epidemiologic findings.
5. Assist in evaluation of programs.
6. Prepare written and oral reports and presentations that communicate necessary information to public health staff and community partners.
7. Provide epidemiologic input for public health programs and public health planning processes.
8. Participate in development of community partnerships to support epidemiologic investigations.
9. Under the supervision of the Public Health Officer or Epidemiologist/Data Manager, each Fellow will act as a principal investigator and complete a major epidemiological study.
10. As the need arises during the course of the Fellow's tenure at the County, the Fellow will assist with field epidemiologic needs in response to unforeseen outbreaks of communicable diseases or other public health emergencies.

Responsibilities of County:

1. Provide a qualified on-site Preceptor for the Fellow. The Preceptor will provide assistance in planning the field experience, supervision, professional guidance and evaluation during training.
2. Meet the educational objective of providing a supervised experience in the application of public health and biostatistics/epidemiology principles and practice. The experience will be broad enough in scope to assure an appreciation of the ability to cope with a range of epidemiologic problems.

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

3. Meet semi-annually with Cal-EIS program staff and the Fellow to discuss the educational progress and performance of the Fellow.
4. Allow Fellow to act as a principal investigator to complete a major epidemiological study.
5. Ensure that the Fellow understands that he/she will not replace nor serve in lieu of local staff.
6. Allow Fellow to be called upon on short notice to perform investigations, under authority of CDPH, for public health emergencies.
7. Require Fellow to conform to County's policies, rules, and regulations during the term of the agreement.
8. When requested, evaluate the Fellow's performance and report to CDPH on a form provided by CDPH.

Performance Measures:

The performance of the Fellow will be evaluated on a semi-annual basis by the on-site Preceptor provided by County in conjunction with CDPH's Cal-EIS Program staff. The Fellow will be responsible for submitting a quarterly activity report to the on-site preceptor and to the Cal-EIS Program staff, discussing progress towards competencies as outlined in the Cal-EIS Program. The Fellow's on-site Preceptor will provide a formal written evaluation to the Cal-EIS program director in the middle of the year and at year-end. Upon completion of the epidemiologic study, the Fellows will present the findings of the study to the Mariposa County Public Health Division leadership.

Attachment: CDPH_County Reimb Agreement_2021 template (RES-2021-101 : Cal-EIS County Reimbursement Agreement)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-102

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Agreement with John C. Fremont Healthcare District

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Memorandum of Agreement (MOA) with John C. Fremont Healthcare District (JCFH) for Implementation of Dispensing of the COVID-19 Vaccine.

California Department of Public Health, through the Centers for Disease Control and Prevention (CDC), will provide the COVID-19 vaccine to County of Mariposa residents. Given the prevalence of COVID-19 throughout the County, HHSA immediately began collaborative efforts with key community partners to dispense available vaccine on December 18, 2020. As documented in the MOA, JCFH will provide site locations and adhere to key CDC guidelines and medical protocols regarding Points of Dispensary (POD) for the vaccine. HHSA staff will facilitate required staff training/education for vaccine POD as well as consultation and assistance pertaining to public health related matters.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board does not have a prior history with JCFH for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to ratify action and approve the MOA poses dire consequences in the effort to prevent and reduce illnesses caused by COVID 19.

FINANCIAL IMPACT:
There is no cost to HHSA associated with this MOA. There is no impact to the County General Fund.
05/22/12 001-0401-621-0414 · Medical/Laboratory $3,575.00
05/22/12 001-0104-414-1090 · General Contingency ($3,575.00)
Total: $0.00

ATTACHMENTS:
MOA JCFH - Wcsignature (PDF)

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

Memorandum of Agreement (MOA)

Regarding Mass Prophylaxis Dispensing
Point of Dispensing (POD)

This Memorandum of Agreement is entered into this the 16th day of December 2020 between John C. Fremont Healthcare District (JCFH), whose address is 5189 Hospital Road, Mariposa, CA 95338 and the COUNTY OF MARIPOSA, more specifically MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

Definitions:

- MARIPOSA HEALTH AND HUMAN SERVICES/HHSA
- Coronavirus disease 2019 (COVID-19): the disease caused by severe acute respiratory syndrome coronavirus 2 identified in 2019.
- POD: Point of Dispensing
- Organization: Medical related business or agency that meets the criteria to provide COVID-19 vaccine.
- Location: The physical location the organization will operate as a POD.
- Vaccine: Vaccine designed to prevent or reduce illness caused by COVID-19. May include various manufactures consisting of different storage requirements.

Recitals

WHEREAS, the Centers for Disease Control and Prevention (CDC), through the California Department of Public Health (CDPH), will provide the COVID-19 vaccine, to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA for Mariposa County; and

WHEREAS, the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA approves the transfer of a pre-determined quantity of the aforementioned vaccine to JCFH: and

WHEREAS, the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA wishes to collaborate with JCFH to enhance its ability to respond to a catastrophic viral communicable threat of epidemic proportion.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The Organization Agrees:

- To request and dispense vaccines in accordance with prioritization guidelines set forward by the state of California, at a site chosen by the "Organization" and with no liability assumed by MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

Attachment: MOA JCFH - Wcsignature (RES-2021-102 : Memorandum of Agreement with John C. Fremont Healthcare District)

- To utilize pharmaceuticals in accordance with the policies and procedures outlined in the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Public Health Emergency Response Plan and the Organization's own Mass Prophylaxis Dispensing Plan (on file with the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA).

- To provide any updates of the Organization's Mass Prophylaxis Dispensing Plan to the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- To provide training and education to all locations staff that will be utilized in Mass Prophylaxis Dispensing Operations in regard to specifics of the Mass Prophylaxis Dispensing Plan provided by the Organization.

- To identify employees by the jurisdiction of residence and provide that information to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- Provide vaccines at no cost, except an optional administration fee as permitted by the STATE OF CALIFORNIA.

- To participate in any MARIPOSA HEALTH AND HUMAN SERVICES/HHSA - sponsored dispensing training/education opportunities.

- To provide an emergency point of contact information to ensure timely notification of the Organization in the event of a public health emergency.

- To dispense vaccines and supplies in accordance with the guidance provided by the manufacturer.

- To maintain accurate records (inventory) of vaccines dispensed and then provide those to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA in a timely manner.

- To agree to and abide by all vaccine reporting requirements set forth by STATE OF CALIFORNIA, CDC and MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- To secure any unused vaccines using temperature guidelines as specified by the manufacturer until such time as MARIPOSA HEALTH AND HUMAN SERVICES/HHSA can make arrangements for retrieval or return.

Attachment: MOA JCFH - Wcsignature (RES-2021-102 : Memorandum of Agreement with John C. Fremont Healthcare District)

- To compile and file an after-action report with the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA, identifying shortfalls and accomplishments of the operation.

MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Agrees:

- To provide the Organization Mass Prophylaxis Dispensing staff specific training/education as needed to administer the vaccine.
- To provide pre-event planning, marketing/messaging and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.
- To, conditionally, ensure delivery/availability of the appropriate amount of vaccines in a reasonable, timely manner.
- To provide coordination as outlined in the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Emergency Plan to the Organization to the best of their ability.
- To provide the Organization with proper standing orders and medical protocols regarding Dispensing activities, including but not limited to, dosing, follow-up procedures, and releasable information regarding the public health emergency situation.
- To provide the Organization with consultation and assistance as needed and available for the given public health emergency.
- To make arrangements to collect any unused vaccines as well as copies of all medical documentation.
- To provide after-action consultation to the Organization.

It Is Mutually Agreed That:

- The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).

Attachment: MOA JCFH - Wcsignature (RES-2021-102 : Memorandum of Agreement with John C. Fremont Healthcare District)

- This Memorandum can be extended by two-year intervals with agreement of both parties.
- This Memorandum can be amended by mutual agreement of both parties at any time and may be terminated by either party upon 60 days' notice in writing to the other party.
- This Memorandum will not supersede any laws, rules or polices of either party.
- This agreement shall become effective when agreed upon and signed by both parties.



SIGNATURES

My signature indicates agreement with the above-stated agreements and conditions:

Director of the MARIPOSA HEALTH AND HUMAN SERVICES /HHSA	Date
Health Officer of MARIPOSA COUNTY	Date
Organization Representative	12/16/2020 Date

Attachment: MOA JCFH - Wcsignature (RES-2021-102 : Memorandum of Agreement with John C. Fremont Healthcare District)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-103

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve an Addendum to Lease Agreement at Yosemite Inn

RECOMMENDATION AND JUSTIFICATION:
Approve an Addendum to Emergency Occupancy Agreement with Yah 1901 LLC to extend the lease term through March 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Addendum.

As part of the County's response to COVID-19, the state has authorized and provided funding for a lease of Yosemite Inn. The lease allows the County to provide housing for individuals who need to be isolated or quarantined but do not have the ability to do so on their own. The addendum provides an option of adding leased rooms beyond the specified number and obligates the County to room condition standards and payment for any required repair costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
A local health emergency due to COVID-19 was proclaimed in Mariposa County on March 13, 2020. A local state of emergency was proclaimed a few days later and ratified by this Board on March 24, 2020.

Toward the end of March 2020, the state announced funding to facilitate local purchase or lease of hotels. The County applied for funding and has been awarded $416,000 for a hotel lease.

Board of Supervisors approved Resolution Number 2020-180 on April 7, 2020, authorizing a 90 day lease of Yosemite Inn.

Board of Supervisors approved Resolution Number 2020-557 on September 15, 2020, authorizing a renewal of the 90 day lease of Yosemite Inn.

Given the continuous need for housing of this target population, Mariposa County has decided to extend the term of the existing lease agreement to March 31, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve, the inability to isolate individuals may contribute to wider spread of COVID-19 in our community.

FINANCIAL IMPACT:
This agreement is supported by a grant from the California Department of Social Services.

ATTACHMENTS:
Addendum - Yah LLC Lease Agreement (PDF)
Agreement_Yah 1901 LLC Wsignatures (2020-557) (PDF)

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

ADDENDUM TO AGREEMENT
TO EXTEND, MODIFY, OR RENEW LEASE

This Agreement is an Addendum to that Lease entered into on September 15, 2020 by and between the Owner, Yah 1901 LLC, and the Tenant, the County of Mariposa (County), whereas the parties further agree as follows:

1. The Lease term shall be extended from January 1, 2021 through March 31, 2021.

2. The County commits to lease 14 rooms monthly with the option of adding rooms beyond 14 if and when the need may arise from January 1, 2021 through March 31, 2021.

3. When rooms are vacated, the County agrees to leave the rooms in the same or better condition as initially received. If damages occur caused by client misuse in one of the County leased rooms, the County agrees to repair said room or compensate owner for damages.

4. Except as provided herein, all other terms of the tenancy shall remain in full force and effect.

WHEREFORE, we, the undersigned, do hereby execute and agree to the Agreement on _____, 2021 at Mariposa, California.

Gautam Patel
YAH 1901, LLC
OWNER

Marshall Long, Chair
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Addendum - Yah LLC Lease Agreement (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-3689

RESOLUTION - ACTION REQUESTED 2020-557

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Approve an Agreement for Lease at Yosemite Inn

RECOMMENDATION AND JUSTIFICATION:
Approve an Emergency Occupancy Agreement with Yah 1901 LLC for the Purpose of Leasing a Hotel to Provide Housing to Individuals who Are Affected by COVID-19 in an amount not to exceed $250,000.

As part of the County's response to COVID-19, the state has authorized and provided funding for a lease of Yosemite Inn. The lease allows the County to provide housing for individuals who need to be isolated or quarantined but do not have the ability to do so on their own.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
A local health emergency due to COVID-19 was proclaimed in Mariposa County on March 13, 2020. A local state of emergency was proclaimed a few days later and ratified by this Board on March 24, 2020.

Toward the end of March, the state announced funding to facilitate for local purchase or lease of hotels. The County applied for funding and had been awarded $416,000 for a hotel lease.

Board of Supervisors approved Resolution Number 2020-180 on April 7, 2020, authorizing a 90 day lease of Yosemite Inn.

Given the continuous need for housing of this target population, Mariposa County has decided to renew the lease agreement through December 31, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. An inability to isolate individuals may contribute to wider spread of COVID-19 in our community.

FINANCIAL IMPACT:
This agreement is supported by a grant from the California Department of Social Services.

REF ID# 10963

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

Resolution - Action Requested 2020-557

ATTACHMENTS:
Agreement_Yah 1901 LLC Wcsignature (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

COUNTY OF MARIPOSA NO._____

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT:
5180 Jones Street Mariposa, CA 95338
OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:
TENANT: County of Mariposa

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this__ day of _____, 2020 by and between Yah 1901 LLC, a California Limited Liability Company, hereinafter called the Owner, without distinction as to number or gender, and the County of Mariposa, a political subdivision of the State of California, hereinafter called the County. **This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the County of Mariposa, State of California, and more particularly described as follows:

> The Yosemite Inn, consisting of twenty-seven (27) rooms, located at 5180 Jones Street, Mariposa, CA, and all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

Term

2. The term of this occupancy agreement shall commence on July 7, 2020, and shall continue through December 31, 2020. Term can be extended through mutual agreement of both parties.

Early Termination

3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least ten (10) days prior to the date when such termination shall become effective. The County may terminate this occupancy agreement as to all or some of the rooms without such notice upon the mutual agreement between the Owner and the County. If this occupancy agreement is terminated as to all or some of the rooms, the County shall not be

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

required to pay for those rooms. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears bi-weekly during said term as follows:

THE DAILY ROOM RATE SHALL BE ONE HUNDRED FIVE DOLLARS ($105.00) PLUS TRANSIENT OCCUPANCY TAX (TOT) DURING THE TERM OF THIS OCCUPANCY AGREEMENT. THE COUNTY WILL ONLY RECEIVE BILLING FOR THE ROOMS AND DAYS OF OCCUPANCY BY COUNTY CLIENTS.

The Owner shall provide a bi-weekly invoice to the County at the address below. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to the County shall be sent to: County of Mariposa
P.O. Box 99
Mariposa, CA 95338

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner:

Gautam Patel
Yah 1901 LLC
5776 Stoneridge Mall Road, Suite 155
Pleasanton, CA 94588

To the County:

County Administrative Officer
P.O. Box 189
Mariposa, CA 95338

Rental warrants shall be made payable to: Yah 1901 LLC

and mailed to: Yah 1901 LLC
5776 Stoneridge Mall Road, Suite 155
Pleasanton, CA 94588

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for County's use.

Services, Utilities, and Supplies

7. The Owner, at the Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.

B. Elevator (if any) service.

C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County 's operations.

D. Cable TV, Wifi, and local phone service in each room.

E. Pool, pool area, and pool equipment, if any.

F. Linen/terry supplies and utilization of laundry equipment.

Should there be a request to the Owner for maintenance, the County shall inform the Owner if the maintenance request is for a room/guest that has tested positive for COVID-19. The Owner shall inform its employees of any positive tests and provide its employees with appropriate personal protective equipment (PPE).

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

Repair and Maintenance

8. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition. Owner is free to perform renovations at Yosemite Inn property and will notify the County of intention to perform such renovations.

Assignment

9. The County shall have the ability to assign this occupancy agreement.

Quiet Possession

10. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

The County shall enforce a code of conduct/guest expectations, a copy of which is attached hereto as Exhibit A and made a part hereof.

The County shall have staff present during regular daytime hours (8:00 a.m. to 5:00 p.m.) and more if needed.

Destruction

11. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County , in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County .

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County .

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

12. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone:(415) 703-4774
Fax: (415)703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

14. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

Holding Over

15. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

Surrender of Possession

16. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances *over* which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

Time of Essence, Binding upon Successors

17. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

18. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

19. The Owner understands and agrees to the following:

The County has elected to be insured for its liability exposures through the CSAC Excess Insurance Authority. The County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County of Mariposa based on tort liability should be presented as a government claim to the County of Mariposa, P.O. Box 784, Mariposa, CA 95338. *(Gov.* Code section 900, et. seq.)

The County has also elected to be insured for its motor vehicle liability exposures through the CSAC Excess Insurance Authority. This program provides liability coverage arising out of the operations of motor vehicles used by County employees for official County business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the County of Mariposa should be presented to the County of Mariposa, P.O. Box 784, Mariposa CA 95338. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the County of Mariposa, P.O. Box 189, Mariposa, CA 95338. (Gov. Code section 900, et. seq.)

The Owner, 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 County including materials, parts or equipment furnished in connection with such

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

work or operations. General liability coverage can be provided in the form of an endorsement to the County's insurance (at least as broad as ISO Form CG 20 10).

Hazardous Substance

20. The County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, the Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between the County and the Owner for all efforts and expenses thereto.

Restoration of Premises

21. Upon termination of this occupancy agreement, the Owner agrees that any equipment installed by the County shall be and remain the property of the County, and the County shall remove such property when vacating the premises. The County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces, unless the Owner does not wish for these restorations to occur. The County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Access

22. The Owner shall allow the County or its agents to enter the premises as of 7:00 AM. on July 7, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose the County deems necessary.

Indemnification

23. The County agrees to indemnify and hold harmless the Owner to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the County's use of said premises during the term of this agreement, except to the extent that any such damages suffered by the Owner are the result of the Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County 's constitutional and statutory public responsibilities.

The Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which the County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County 's occupancy of said premises under and during the term of this agreement, except to the extent that any such damages or expenses suffered by the County are the result of County's sole negligence.

Taxes

24. The Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use

25. The Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County's occupancy of the premises.

Occupancy of Premises

26. The Owner and the County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. The Owner and the County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from the Owner or the County within the meaning of California Civil Code section 1940

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

FEDERAL PROVISIONS

Remedies

27. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the occupancy agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

Clean Air Act

28. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 etseq.

29. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency {FEMA), and the appropriate Environmental Protection Agency Regional Office.

30. The Owner agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

31. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

32. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency {FEMA), and the appropriate Environmental Protection Agency Regional Office.

33. The Owner agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause

34. This occupancy agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals {defined at 2 C.F.R. § 180.995), or its affiliates {defined at 2 C.F.R. § 180.905) are excluded {defined at 2 C.F.R. § 180.940) or disqualified {defined at 2 C.F.R. § 180.935).

35. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

36. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

37. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

38. Owners who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner) certifies, to the best of his or her knowledge, that:

A. 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By _____

Date 9/1/20

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

Procurement of Recovered Materials

39. In the performance of this occupancy agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

40. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program

Access to Records

41. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

42. The following access to records requirements apply to this occupancy agreement:

i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this occupancy agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Department of Homeland Security Seal, Logo, Flags

43. The Owner shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

44. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this occupancy agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

45. The Federal Government is not a party to this occupancy agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this occupancy agreement.

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below

COUNTY OF MARIPOSA

By _____
KEVIN CANN, Chair
Mariposa County Board of Supervisors

Date 9-15-2020

OWNER

By _____
GAUTAM PATEL
Yah 1901 LLC

Date 9/1/20

APPROVED AS TO FORM:

By _____
STEVEN W. DAHLEM
County Counsel

Date 9-15-20

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Mariposa Project RoomKey

Client Expectations and Responsibilities

Client rights and responsibilities:

- The right to feel safe and the responsibility to respect the rights of others to feel safe.
- Theright to be treated with respect regardless or your race, status, gender, sexual orientation, age, religion or beliefs.
- The right to confidentiality. The responsibility to respect the confidentiality of others.
- The right to receive supportive services when applying for income assistance, employment, health services, and other support services.
- The responsibility to follow guidelines and directions of the staff and volunteers of Project RoomKey.
- The responsibility for your own personal belongings.
- Pets will not be allowed on the property anywhere including in the rooms. Plans will be made for your pet to be fostered during your time in the hotel and returned to you upon discharge.
- Smoking, e-cigarette, or vaping is not permitted in any room or in your vehicle. You may smoke in the designated marked smoking area only.
- Illegal substances are not allowed in the rooms or anywhere on the property. Staff has the right to search if they suspect illegal substances, weapons, pets or guests are onsite.
- Vehicles are allowed if you have one but keep in mind the following:
    - Vehicles are to be locked with valuables hidden from plain view or stored in each client's room.
    - Since no pets are allowed on the hotel property, no animals are allowed in vehicles.
    - Vehicles are to remain unoccupied when parked.
    - No vehicle maintenance shall be permitted on the property.
    - County staff or the hotel cannot be held liable for loss or damage to vehicles or property. We strongly suggest you store all valuables in your room.
    - You must maintain a safe speed while entering and exiting the parking lot. Reckless driving will not be tolerated.
- Weapons will not be allowed in any building, common area, parking lot, or rooms.
- Violent or inappropriate behavior towards others will not be allowed or tolerated.
- You agree to complete the COVID-19 Screening Form twice daily.

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Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

- Clients are to observe quiet time in their rooms between the hours of 10:00 p.m. and 7:00 a.m. daily.
- If you are a client who needs to be isolated or quarantined this means that you are not allowed to leave your room and must remain in the room at all times. Your assigned HHSA staff will let you know when you're no longer needing to be isolated or quarantined.

Client Room:

- You are the only person allowed in your room and are not allowed to have any guests on the property or in your room.
- Each room has the supplies necessary for your personal hygiene needs. If you require other items please notify a team member.
- There are phones in each room that may be used for local calls only.
- You have access to TV and Wi-Fi in your room.
- Please keep your TV volume at an acceptable level.
- All bedding and linens will be washed every week while you are a client in the program or when you exit the program. It is your responsibility to place soiled linens outside of your room in garbage bags provided for you.
- Personal laundry may be washed on site, please sign up for your time slot with HHSA staff.

Discharge:

- When your stay in Project RoomKey is no longer indicated, as per the Health Officer's orders, you will be discharged from the program.
- Project RoomKey case managers will assist all clients with a discharge plan.

By signing below, you are agreeing that the expectations have been explained to you and that you understand what we are asking of you and that you will follow them as outlined. Failure to meet these expectations may result in your discharge from the Project.

Date_____

Client Name_____

Client Signature_____

Staff Name_____

Staff Signature_____

Attachment: Agreement_Yah 1901 LLC Wsignatures (2020-557) (RES-2021-103 : Approve an Addendum to Lease Agreement at Yosemite Inn)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-104

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2021 Drug Enforcement Administration Agreement

RECOMMENDATION AND JUSTIFICATION:
Ratify Agreement Number 2021-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations.

The DEA is seeking an agreement with the Mariposa County Sheriff to reimburse the Sheriff's Office for Marijuana and Drug related investigations.

The proposed agreement identifies the continued need to investigate marijuana cultivation in general, and in particular illegal wilderness marijuana gardens being cultivated by Drug Trafficking Organizations in Mariposa County. The Sheriff's identified reimbursement targeted areas in this agreement are: helicopter services, related investigative equipment, and personnel over-time costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved similar agreements with the Drug Enforcement Agency in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not supported, Mariposa County will not be able to seek reimbursement from the DEA for drug related investigations and forfeit the allocated funding.

FINANCIAL IMPACT:
The appropriate revenue and appropriations have already been budgeted in the Fiscal Year 2020/2021 and Fiscal Year 2021/2022 Budget.

ATTACHMENTS:
2021-26 Mariposa County Sheriff's Office Letter of Agreement - signed FINAL (PDF)

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

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov Springfield, Virginia 22152

Agreement Number 2021-26

This Letter of Agreement (LOA) is entered into between the ***MARIPOSA COUNTY SHERIFFS OFFICE,*** hereinafter referred to as (***THE AGENCY),*** and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California.*** The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of California.***
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

Attachment: 2021-26 Mariposa County Sheriff's Office Letter of Agreement - signed FINAL (RES-2021-104 : 2021 Drug Enforcement

f. **MANDATORY requirement for *THE AGENCY* to utilize *the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***

g. Submit electronically the signed "State/Local Agency DCESP Monthly Accounting Form" (DEA DCE/SP monthly expenditure report) with a copy of ***THE AGENCY's*** general ledger to the DEA Regional Contractor. If applicable, attached an invoice reflecting the expenditures for equipment in excess of $2,500.00, which was previously approved by DEA Headquarters, and the expenses associated with the rental of leasing of vehicles or aircraft. When overtime is claimed the officer's name, date worked, hours worked, and rate of pay are REQUIRED. NOTE: Monthly "zero expenditures" are also required.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one (¶1) shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g., equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **FIFTY THOUSAND DOLLARS ($50,000.00)** for the period of October 1, 2020 to September 30, 2021, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication

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activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY*'s** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e., time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. ***[Agency Initials JRB]***

All purchases of equipment, supplies and other resources must be requested in writing, ***through*** the respective DEA Division, ***to the Investigative Support Section (ODS)***. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. ***[Agency Initials JRB]*** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. ***[Agency Initials JRB]*** All requests for purchases must be received in HQ/ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

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5. In compliance with Section 623 of Public Law 102-141, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY***:

   (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
   (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

   The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of "supplies" as defined in 2 C.F.R. § 200.314 (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.313), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment as defined at 2 C.F.R. § 200.313 (tangible, non-expendable personal property having a useful life of more than one year and an

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acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payments by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA. No funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure will be documented on the September (FINAL) DCESP Monthly Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and **OMB Circular A-133** (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non- Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY-21*** **(10/01/2020** through **09/30/2021).**

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing

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licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; 1) Electronic Funds Transfer Memorandum; 2) Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the 3) Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

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16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Upon termination of the Agreement, ***THE AGENCY*** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of $2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** during the terms of this Agreement. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, *THE AGENCY*** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, *THE AGENCY*** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

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Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

***THE AGENCY*'s** current DUNS No. is 071859607 .

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued December 2020.

MARIPOSA COUNTY SHERIFFS OFFICE

Printed Name & Signature: Jeremy Briese Jeremy Briese (Jan 19, 2021 16:09 PST) **(Blue Ink Only)**

Title: Sheriff Date: 01/19/2021

***Agency**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: **(Blue Ink Only)**

Special Agent in Charge – San Francisco Field Division Date: 01-22-2021

***SAC**, please submit original signed LOA & associated paperwork to your Fiscal Office.*

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2021/AFF-B-OP/OD/8210000/DEA-JLE/DCE:_____

_____

UFMS Input Date:_____ **DNC** No. _____

DNO No._____ **DDP** No.

Printed Name:_____ Signature:_____

***Fiscal**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

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Memorandum

Subject	Date
Delegation of Authority (DFN: 510-07)	January 21, 2021

To	From
All Personnel	Daniel C. Comeaux Special Agent in Charge San Francisco Field Division

I will be on annual leave January 22, 2021. During my absence, Assistant Special Agent in Charge (ASAC) Peter A. Vainauskas will assume the duties of Acting Special Agent in Charge. ASAC Vainauskas can be reached at (559) 231-7222.

CC: Chron File

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MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclamation - "Professional Social Worker Month" (Kati Baker & Edward Leanos)

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of March 2021, as "Professional Social Worker Month"

Social workers are essential. Our Social Workers make invaluable contributions to our county and the nation. Social workers are found across the community in roles such as protecting children from abuse and neglect and providing support to the elderly, veterans, and their families. Social workers are found in schools and in our local government. They are often on the front lines, working with doctors and nurses to help our community and found helping to secure housing, food, and other necessities, for those who need it most.

Social workers heal our community. They are present in times of crisis to help people overcome difficult situations. They advocate for positive changes in individuals, communities, our county and state.

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 recognize the contributions that social workers make to the county.

ATTACHMENTS:
Professional Social Worker Month (PDF)

Agenda Item - No Resolution Requested 2021-31

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

The Mariposa County Board of Supervisors

Proclaims the

Month of March 2021

As

"Professional Social Worker Month"

We recognize that Social Workers are essential. They heal our community and advocate for positive changes in the lives of individuals, families, communities, and the County.

Dated: March 2, 2021

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Professional Social Worker Month (2021-31 : Proclamation - "Professional Social Worker Month" (Kati Baker & Edward Leanos))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Discussion and Direction - Lazo Way

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction Regarding Traffic and Activities on Lazo Way.

For some time, County staff has been receiving reports of excessive traffic and questionable activities in turnouts on Lazo Way. To combat the behavior, a "No Parking" ordinance was adopted by the Board on September 1, 2020. However, citizen complaints received by the Board during the Public Comment on Non-Agenda Items portion of the February 16, 2021 meeting noted that the ordinance has been ineffective and that the activities are getting worse and present health and safety hazards. The Board Chair requested a follow-up item to allow for further communication and discussion on the matter, as well as the identification of possible options and direction.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

September 1, 2020: The Board adopted Ordinance Number 1155, which created a No Parking area on both sides of Lazo Way from Zarzo Way in Both Directions to Coronado Drive.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may not discuss this matter at any length without a properly agendized item.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Building · (209) 966-3934

RESOLUTION - ACTION REQUESTED 2021-105

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Mike Kinslow, Building Director

RE: Authorize the Change of Building Inspector Position to Plan Checker/Inspector.

RECOMMENDATION AND JUSTIFICATION:

Approve the Allocation Change of the Building Inspector (186) Position to Plan Checker/Inspector (196) Effective Immediately; and Approve the Budget Action Transferring Funds Within the Building Department Budget ($8,000).

The budget action will transfer funds within the Building Department budget to cover the cost of moving the existing Building Inspector (186) to Plan Checker/Inspector (196). Making this change will alleviate the heavy workload placed on current staff because of an increase in permit activity and the associated plan checking required. This will also allow the work to be completed timely so that service to the public is not negatively impacted. Monies required to support the position modification will be funded through the increased permit activity. This means no net increase to the Board and there will be no impact to the General Fund.

Due to the existing plan checking workload, the Building Inspector position has been assisting with plan checks. It has been demonstrated that the Building Department needs this position to accommodate the times when the Building Official or the only plan checker/inspector is out of the office for any reason.

Currently the Building Director backs up the building inspectors and conducts a majority of the plan review duties. With the increase in construction demand, the favorable economy and the Mono Wind workload, it is no longer possible for Building to continue in the current direction for all of the plan review requirements. This is a cost effective and more efficient way to allow for plan checks to be completed within the current time frame and for inspections to occur without causing construction delays.

Monies required to support the position will be funded through the increased permit activity and transfer of monies within the Building Department budget. This means no net increase to the budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the past, the Board has approved budget actions and necessary changes to ensure

the level of service to the public is maintained.

The current Inspector was Plan Checker/Inspector from 2002 until 2009. He has kept the certification for plan checker current and is qualified to be reinstated as Plan Checker/Inspector.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Stay with the current staff structure and not approve the budget action.

1. Allow the Building Department to take longer to complete the plan check for permits. This would reduce the current service level to the public and slow all phases of the permit process significantly.

2. Pay the existing Plan Checker/Inspector significant amounts of overtime to accomplish the work. This will decrease the productivity of the Building Department as it will result in an undue workload burden.

3. Pay a third party to complete the plan check for permits. This would slow the process for plan check reviews and approvals.

FINANCIAL IMPACT:
Funding is requested to be transferred from the Special Department line item to the Plan Checker / Inspector line item. The use of this line item is expected to be less than originally budgeted.

ATTACHMENTS:
Budget Action Form (PDF)

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
600	0236	562-0433	Special Department			8,000
600	0236	562-0136	Plan Checker / Inspector		8,000	
			Totals		8,000	8,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0.00	0.00

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: To adjust the Building Department Budget for the new plan checker/inspector position which was necessary due to increased workload.

DEPT HEAD SIGNATURE — DATE 1/26/21

APPROVED BY RES NO. — CLERK — DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 12/18

Budget action form New Inspector.xls

Attachment: Budget Action Form (RES-2021-105 : Authorize the Change of Building Inspector Position to Plan Checker/Inspector.)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-106

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with American Paving Co for the Darrah Rd Bridge

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with American Paving Co. for the Darrah Road Bridge reconstruction in the amount not to exceed $5,162,387.50; and authorize the Board of Supervisors Chair to sign the Agreement.

On August 25, 2020 two responsive bids were received by American Paving Co. and Viking Construction Company in the amounts of $5,162,387.50 and $5,322,407.00, respectively. Staff completed an analysis and comparison of the apparent low bidder with the other bids received it has been determined that the low bid reflects fair and reasonable pricing for the work to be accomplished.

The new bridge will be a single-span structure with cast-in-place (CIP), pre-stressed (PS) concrete slab. The new structure measures 51'4" in length and 35'6" in total width providing two 12' wide traveled lanes and two 4' wide shoulders. There are 360 Working Days in the construction contract. The bridge will be constructed over two seasons.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 24, 2020 Resolution 2020-162 the Board authorized advertising and acceptance of bids for the bridge reconstruction.

On July 7, 2020 the Board Resolution 2020-378 rejected all bids and authorize the re-advertisement for sealed bids associated with this project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board not approve moving towards construction through the award of the contract, the project would be cancelled and FHWA will demand return of all funding paid to date.

FINANCIAL IMPACT:

Construction portion of the Project is funded in by FHWA at 88.53% with a Local Share Contribution of 11.47% which will be funded through SB1 Funding Sources. Funding reimbursement spans two Federal Fiscal Years.

ATTACHMENTS:
American Paving Co 20-020 Darrah Rd Bridge (PDF)
Handout from Mike Healy (PDF)

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Darrah Rd Bridge 5940 (004)

Project # 1312-1318-1

Agreement No. 21-020

DATE: _____

1. **IDENTIFICATION OF CONTRACTOR:**

   CONTRACTOR: American Paving Co. P.O. Box 4348 Fresno, CA 93744

   LICENSE NO: 181430

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 $5,162,387.50, to be paid as **(check one)**: (1) ☐ lump sum; (2) X lump sum with progress payments per attached schedule of rates and charges. 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 340 working days of Commencement Date.

   Final Completion Date: Within 20 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Twenty-Five Hundred dollars ($2,500.00) 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 Twenty-Five Hundred dollars ($2,500.00) 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

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and Contractor Cost Proposal

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Supplemental Conditions, if applicable

G. Appendix G – Exhibit 12-G Federal - Aid Contract Language

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: _____
Marshall Long, Chair
Board of Supervisors

CONTRACTOR:

Name: American Paving Company

By: _____
(Signature) Stephen J. Poindexter, President

ATTEST:

By: _____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

Subscribed and sworn to (or affirmed) before me on this 16 day of February, 2021, by Stephen J. Poindexter,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DESAREY LENAE HUTCHESON
Notary Public - California
Fresno County
Commission # 2297579
My Comm. Expires Jul 18, 2023

(Seal)

Signature

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Appendix A to Construction Services Agreement

SCOPE OF WORK

The Contractor shall remove and replace the existing Darrah Road bridge over the West Fork Chowchilla River with a new single-span bridge 51'-4" in length, 35'-6" wide to meet current standards. The new bridge will be realigned south of the existing structure. Work includes but is not limited to construction of a prestressed post-tensioned slab and concrete barriers on spread footing abutments, roadway approaches, rock slope protection, water diversion, storm water protection, and traffic detouring – all described in the Special Provisions (July 23, 2020), and the associated Addenda.

***Substantial Completion** shall be recognized when the new Bridge is open to (2) lanes of traffic.*

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

Darrah Road Bridge Over W. Fork Chowchilla River
Federal Project No. BRLS 5940(004)
Project No. 1312-1318

No.	F	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1		LEAD COMPLIANCE PLAN	LS	1	2500.00	2500.00
2		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	10 000. 00	10000. 00
3		CONSTRUCTION AREA SIGNS	LS	1	5000. 00	5000. 00
4		TRAFFIC CONTROL SYSTEM	LS	1	~~50000. 00~~ 100000.00 ~~53P~~	~~50 000. 00~~ 100000.00 ~~53P~~
5		TEMPORARY PAVEMENT MARKINGS (PAINT)	LS	1	2200. 00	22.00 .00
6		PORTABLE TEMPORARY SIGNAL SYSTEM	LS	1	150000.00 ~~100 000. 00~~	150000.00 ~~100 000. 00~~ 5JP
7		PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	25000. 00	50 000. 00
8		TEMPORARY RAILING (TYPE K)	LF	1,160	40. 00	46400. 00
9		TEMPORARY ALTERNATIVE CRASH CUSHION	EA	8	5000. 00	40000. 00
10		JOB SITE MANAGEMENT	LS	1	50000. 00	50000. 00
11		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	2010. 00	2000. 00
12		STORM WATER ANNUAL REPORT	EA	2	500. 00	1000. 00
13		STREAM DIVERSION /DEWATERING PLAN	LS	1	270 000. 00	270 000. 00
14		TEMPORARY FIBER ROLLS	LF	2,000	7. 60	15 200. 00
15		TEMPORARY CONSTRUCTION ENTRANCE	EA	2	4300. 00	8600. 00
16		TEMPORARY CONCRETE WASHOUT	LS	1	8000. 00	8000. 00
17		WORK AREA MONITORING (BRIDGE)	LS	1	5000. 00	5000. 00
18		TEMPORARY FENCE (TYPE ESA)	LF	1,200	3. 00	3600. 00
19		REMOVE TREE	EA	13	1200. 00	15600. 00
20	F	CLEARING AND GRUBBING (LS)	LS	1	~~50000.00~~ ~~40 000. 00~~	~~50000.00~~ ~~40000. 00~~ 5JP
21	F	ROADWAY EXCAVATION	CY	600	100. 00	60000. 00

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

22		STRUCTURE EXCAVATION (BRIDGE)	CY	94	450.00	42300.00
23	F	STRUCTURE EXCAVATION (TYPE D)	CY	1,872	300.00 ~~325.00~~ SJP	561600.00 ~~608400.00~~ SJP
24	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	397	350.00	138950.00
25	F	STRUCTURE BACKFILL (BRIDGE)	CY	364	300.00	109200.00
26	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	961	300.00	288300.00
27		LEAN CONCRETE BACKFILL	CY	293	400.00	117200.00
28		DITCH EXCAVATION	CY	35	100.00	3500.00
29		IMPORTED BORROW (CY)	CY	3,500	110.60	387100.00
30		OAK TREE (24 in. BOX)	EA	16	1500.00	24000.00
31		ROLLED EROSION CONTROL PRODUCT (BLANKET)	SQFT	16,000	1.00	16000.00
32		HYDROSEED	SQFT	16,000	0.10	1600.00
33		CLASS 2 AGGREGATE BASE (CY)	CY	420	160.00	67200.00
34		HOT MIX ASPHALT (TYPE A)	TON	300	205.00	61500.00
35		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	106	47.00	4982.00
36		PLACE HOT MIX ASPHALT DIKE (MISCELLANEOUS AREA)	SQYD	35	100.00	3500.00
37		REMOVE BASE AND SURFACING	SQFT	23,000	0.80	18400.00
38		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	65000.00	65000.00
39	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	88	1100.00	96800.00
40	F	STRUCTURAL CONCRETE, BRIDGE	CY	122	2600.00	317200.00
41	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	119	2250.00	267750.00
42	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	304	1550.00	471200.00
43	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N MODIFIED)	CY	33	1800.00	59400.00
44	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	0.5	700.00	350.00
45		JOINT SEAL (MR=1/2")	LF	72	105.00	7560.00
46	F	BAR REINFORCING STEEL (BRIDGE)	LB	62,960	1.50	94440.00
47	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	45,510	1.60	72816.00
48		BRIDGE REMOVAL	LS	1	~~80000.00~~ ~~50000.00~~	~~50000.00~~ ~~80000.00~~ SJP

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49		18" REINFORCED CONCRETE PIPE	LF	154	180.00	27 720.00
50		SMALL-ROCK SLOPE PROTECTION	CY	23	750.00	17250.00
51	F	ROCK SLOPE PROTECTION (1/2 T, METHOD A)	CY	432	250.00	108000.00
52		ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	33	250.00	8250.00
53		CONCRETE (DITCH LINING)	CY	21	1300.00	27300.00
54		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	100	8.00	800.00
55		MINOR CONCRETE (CURB)	LF	6	37.00	222.00
56		MINOR CONCRETE (GUTTER)	LF	174	35.00	6090.00
57	F	MISCELLANEOUS IRON & STEEL (OVERSIDE DRAIN)	LB	4,850	0.50	2425.00
58	F	MISCELLANEOUS METAL (BRIDGE)	LB	1,020	4.00	4080.00
59		RESET MAILBOX	EA	1	250.00	250.00
60		RELOCATE MAILBOX	EA	1	250.00	250.00
61		FENCE (TYPE BW, METAL POST)	LF	243	57.00	13 851.00
62		REMOVE FENCE	LF	260	16.00	4160.00
63		SALVAGE FENCE	LF	175	20.00	3500.00
64		OBJECT MARKER (TYPE P)	EA	4	135.00	540.00
65		OBJECT MARKER (TYPE L-1)	EA	3	135.00	405.00
66		REMOVE MARKER	EA	4	50.00	200.00
67		REMOVE ROADSIDE SIGN	EA	1	200.00	200.00
68		RELOCATE ROADSIDE SIGN	EA	6	270.00	1620.00
69		MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	50	44.00	2200.00
70		END ANCHOR ASSEMBLY (TYPE SFT)	EA	1	1400.00	1400.00
71		TRANSITION RAILING (TYPE WB-31)	EA	4	5100.00	20400.00
72		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3	41400.00	13200.00
73	F	CONCRETE BARRIER (TYPE 736)	LF	165	377.00	62 205.00

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74		THERMOPLASTIC TRAFFIC STRIPE	LF	2,054	2.25	4621.50
75		MOBILIZATION	LS	1	515000.00	515000.00
76		CONSTRUCTION STAKING	LS	1	23300.00	23300.00
77		BIRD NETTING	LS	1	20000.00	20000.00

F- Final Pay Item

BASE BID SCHEDULE FOR DARRAH ROAD BRIDGE TOTAL IN FIGURES BID ITEMS 1 to 77:

$ 5162387.50

AMOUNT OF BASE BID, WRITTEN OUT: Five million one hundred sixty two thousand three hundred eighty seven DOLLARS fifty cents.

CONSTRUCTION COMPANY NAME: American Paving Co.

CONTRACTOR'S LICENSE & PWCR (Department of Industrial Relations) NUMBERS:

CSLB #181430 DIR#1000001450

SIGNATURE OF BIDDER: _____ DATE: August 25, 2020

Stephen J. Poindexter, President

(End of Appendix A)

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

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, only to the extent permitted by law in accordance with CA Civil Code 2782, 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:

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

(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)

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Appendix C to Construction Services Agreement
INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$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 **[$2,000,000]** 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

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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: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

NLIMON

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 2/8/2021

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

AGENCY Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	PHONE (A/C, No, Ext): (559) 374-3560 FAX (A/C, No): E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: LYLEDIR-01
COMPANY Starr Surplus Lines Insurance Company	
INSURED American Paving Co. P.O. Box 4348 Fresno, CA 93744	LOAN NUMBER POLICY NUMBER: SLOCON113876007 EFFECTIVE DATE: 5/1/2021 EXPIRATION DATE: 10/1/2022 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Limit - AOP	$5,162,388	10,000

REMARKS (Including Special Conditions)

Special Conditions:
Re: Darrah Road Bridge Over W. Fork Chowchilla River Replacement Project Federal Project NO. BRLS 5940(004) Project No. 1312-1318-1
Mariposa County Department of Public Works and each of its board members, officers, directors, representatives, agents, employees and volunteers are named as additional insured. Waiver of Subrogation applies.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

☒ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

Nicolette Limon

ACORD 27 (2016/03)

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LYLEDIR-01 NLIMON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME: PHONE (A/C, No, Ext): (559) 374-3560 FAX (A/C, No): E-MAIL ADDRESS:
INSURED American Paving Co. P.O. Box 4348 Fresno, CA 93744	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : Allied World Assurance Company (U.S.) Inc — 19489 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 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 X SIR $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	MWZY 313342 20	5/31/2020	5/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL EACH EMPLOY	$ 2,000,000 $ 750,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	MWTB 313343 20	5/31/2020	5/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	X		0308-3900	5/31/2020	5/31/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MWC 313341 20	5/31/2020	5/31/2021	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Darrah Road Bridge Over W. Fork Chowchilla River Replacement Project
Federal Project No. BRLS 5940(004)
Project No. 1312-1318-1
Mariposa County Department of Public Works and each of its board members, officers, directors, representatives, agents, employees and volunteers are named as additional insured

Endorsements attached:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Mariposa County Department of Public Works
4639 Ben Hur Road
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

Nicolette Limon

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AGENCY CUSTOMER ID: LYLEDIR-01 NLIMON
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fresno CSG-Alliant Insurance Services, Inc.	American Paving Co. P.O. Box 4348 Fresno, CA 93744
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
General Liability Additional Insured
General Liability Completed Operations
General Liability Primary & Non-Contributory
General Liability Waiver of Subrogation
Auto Additional Insured
Auto Primary & Non-Contributory
Auto Waiver of Subrogation
Workers Compensation Waiver of Subrogation
Umbrella Additional Insured
Umbrella Primary & Non-Contributory
Cancellation

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POLICY NUMBER: MWZY31334220

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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", "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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

© Insurance Services Office, Inc., 2018

POLICY NUMBER: MWZY31334220

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **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 included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Policy Number: MWZY31334220

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

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POLICY NUMBER: MWZY31334220

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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 persons or organizations requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement you enter into with such person or organization
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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Policy No. MWZY31334220
Policy Term: 5/31/2020 - 2021

IL 02 70 09 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

© Insurance Services Office, Inc., 2012

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

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C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

   We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. **Residential Property**

   This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

   Commercial Property Coverage Part

   Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

   a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

   b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

      However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

      (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

      (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

      (3) We have:

         (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

         (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

      the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

   c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

   d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

      (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

      (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

   a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

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b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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POLICY NUMBER: MWTB3133420

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: American Paving Co.

Endorsement Effective Date: 05/31/2020

SCHEDULE

Name Of Person(s) Or Organization(s):
All Persons or organizations as required by contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Insured: American Paving Co.
Policy #: MWTB31334320

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

PCA 048 10 13

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

POLICY NUMBER: MWTB31334320
POLICY TERM: 5/31/2020 - 5/31/2021

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

PCA 024 10 13

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Policy No. MWTB31334320
Policy Term: 05/31/20-05/31/21

IL 02 70 09 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

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(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

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C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

   We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. **Residential Property**

   This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

   Commercial Property Coverage Part

   Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

   a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

   b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

      However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

      (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

      (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

      (3) We have:

         (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

         (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

      the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

   c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

   d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

      (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

      (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

   a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

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b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

POLICY NUMBER: MWC31334120

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT	

DATE OF ISSUE: 5/31/2020

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Policy #: MWC31334120
Effective: 5/31/2020

WC 04 06 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the INFORMATION PAGE.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy for one or more of the following reasons:

   a. Non-payment of premium;

   b. Failure to report payroll;

   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;

   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;

   e. Material misrepresentation made by you or your agent;

   f. Failure to cooperate with us in the investigation of a claim;

   g. Failure to comply with Federal or State safety orders;

   h. Failure to comply with written recommendations of our designated loss control representatives;

   i. The occurrence of a material change in the ownership of your business;

   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;

   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

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I. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.

3 If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.

4. The policy period will end on the day and hour stated in the cancelation notice.

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INSURED COPY

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3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

4. your volunteer workers only while performing duties related to the conduct of your business;

5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;

6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;

7. any person or organization, other than the **Named Insured,** included as an Additional Insured under **Scheduled Underlying Insurance,** but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance.**

Notwithstanding any of the above:

a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1. of the Declarations; and

b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance.** This provision shall not apply to any organization set forth in the definition of **Named Insured** in subparagraphs J. 2 and 3.

G. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.

H. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then **Loss** shall include such expenses.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

This Endorsement, effective: May 31, 2020
(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0308-3900
Issued to: Lyles Diversified, Inc.
by: Allied World Assurance Company (U.S.), Inc.

AMENDMENT TO DEFINITION OF INSURED – ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY

It is agreed that this policy is amended as follows:

Section **VI. DEFINITIONS**, Paragraph F. **Insured** is amended to include the following additional provision:

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 is an additional **Insured** on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional **Insured** only with respect to liability arising out of **Your Work** at the location designated.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. Coverage afforded to these additional **Insured** parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

All other terms and conditions of this policy remain unchanged.

By: _____
Joseph Cellura

Title: **President, North American**

Casualty Division Date:

0308-3900
May 31 2020

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period.**

N. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured;** and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
   a. any person or organization, including the **Insured,** that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
   b. we then will be reimbursed up to the amount we have paid; and
   c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

   Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured,** in the ratio of their respective recoveries as finally settled.
3. If, prior to the time of an **Occurrence,** you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract,** we will also waive any rights we may have against such person or organization

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

Q. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

D. **Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

3. The **Policy Period** will end on the day and hour stated in the cancellation notice.

4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 6. of the Declarations.

5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first **Named Insured** in Item 1. of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. **Change in Control**

If during the **Policy Period:**

1. the first **Named Insured** designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

2. any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named**

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Bond# 070213479

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **American Paving Co.**, as Principal, a Construction Services Agreement, dated the 20th day of January, 2021 (**Agreement**), titled THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT in the amount of $5,162,387.50, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Replacement of the Darrah Road Bridge

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

   6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

   6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of February, 2021

CONTRACTOR AS PRINCIPAL	**SURETY**
American Paving Co.	Liberty Mutual Insurance Company
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature	Signature
Stephen J. Poindexter	Lyn Genito
Name	Name
President	Attorney in Fact
Title	Title
P.O. Box 4348,	1340 Treat Blvd, Suite 400
Street Address	Street Address
Fresno, CA 93744	Walnut Creek, CA. 94597
City, State, Zip Code	City, State, Zip Code

(End of Appendix D)

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On February 16, 2021 before me, Desarey Lenae Hutcheson
(insert name and title of the officer)

personally appeared Stephen J. Poindexter,
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.

DESAREY LENAE HUTCHESON
Notary Public - California
Fresno County
Commission # 2297579
My Comm. Expires Jul 18, 2023

Signature _____ (Seal)

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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)
) ss
County of Fresno)

On 02/04/2021, before me, Bonnie Gonzalez, Notary Public, personally appeared Lyn Genito, 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.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2202238
FRESNO COUNTY
My Comm. Exp. July 12, 2021

(Seal)

Signature: Bonnie Gonzalez

Bonnie Gonzalez, Notary Public

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

Appendix E to Construction Services Agreement **Bond# 070213479**

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **American Paving Co.**, as Principal, a Construction Services Agreement, dated the 20th day of January, 2021 (**Agreement**), titled THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT located at Mariposa County in the amount of $5,162,387.50, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Replacement of the Darrah Road Bridge

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($5,162,387.50, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of February, 2021.

CONTRACTOR AS PRINCIPAL
American Paving Co.
Company: (Corp. Seal)

Signature

Stephen J. Poindexter
Name

SURETY
Liberty Mutual Insurance Company
Company: (Corp. Seal)

Signature

Lyn Genito
Name

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On February 16, 2021 before me, Desarey Lenae Hutcheson
(insert name and title of the officer)

personally appeared Stephen J. Poindexter,
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.

DESAREY LENAE HUTCHESON
Notary Public - California
Fresno County
Commission # 2297579
My Comm. Expires Jul 18, 2023

Signature _____ (Seal)

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

President	Attorney in Fact
Title	Title
P.O. Box 4348	1340 Treat Blvd. Suite 400
Street Address	Street Address
Fresno, CA 93744	Walnut Creek, CA. 94597
City, State, Zip Code	City, State, Zip Code

(End of Appendix E)

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

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State of California)
) ss
County of Fresno)

On 02/04/2021, before me, Bonnie Gonzalez, Notary Public, personally appeared Lyn Genito, 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.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2202238
FRESNO COUNTY
My Comm. Exp. July 12, 2021

(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198004-984971

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, tha Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organize under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cody Lyman, Ralph B. Busch III, John C. Day, Steven P. Edwards, Lyn Genito, Bonnie Gonzalez

all of the city of Fresno state of California each individually if there be more than one named, its true and lawful attorney-in-fact to mak execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuanc of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insuranc Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of February 2021

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

Pow Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
   A. NONDISCRIMINATION STATEMENT 2
   B. CONTRACT ASSURANCE 3
   C. PROMPT PROGRESS PAYMENT 3
   D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 3
   E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS 4
   F. COMMITMENT AND UTILIZATION 5
   G. DBE RUNNING TALLY OF ATTAINMENTS 6
2. BID OPENING 6
3. BID RIGGING 6
4. CONTRACT AWARD 6
5. CONTRACTOR LICENSE 6
6. CHANGED CONDITIONS 6
   A. DIFFERING SITE CONDITIONS 6
   B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER 6
   C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK 7
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

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The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

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Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

   The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

   a. Differing Site Conditions

   1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
   2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
   3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
   4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

   b. Suspensions of Work Ordered by the Engineer

   1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
   2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

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writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 360 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Mariposa the sum of $2500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

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1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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 (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

FHWA-1273 -- Revised May 1, 2012

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

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	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

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Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0 .

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

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Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Mariposa :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Mariposa approval for this submitted information before the prime contractor starts work. The City/County of Mariposa credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Mariposa and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

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The City/County of Mariposa reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

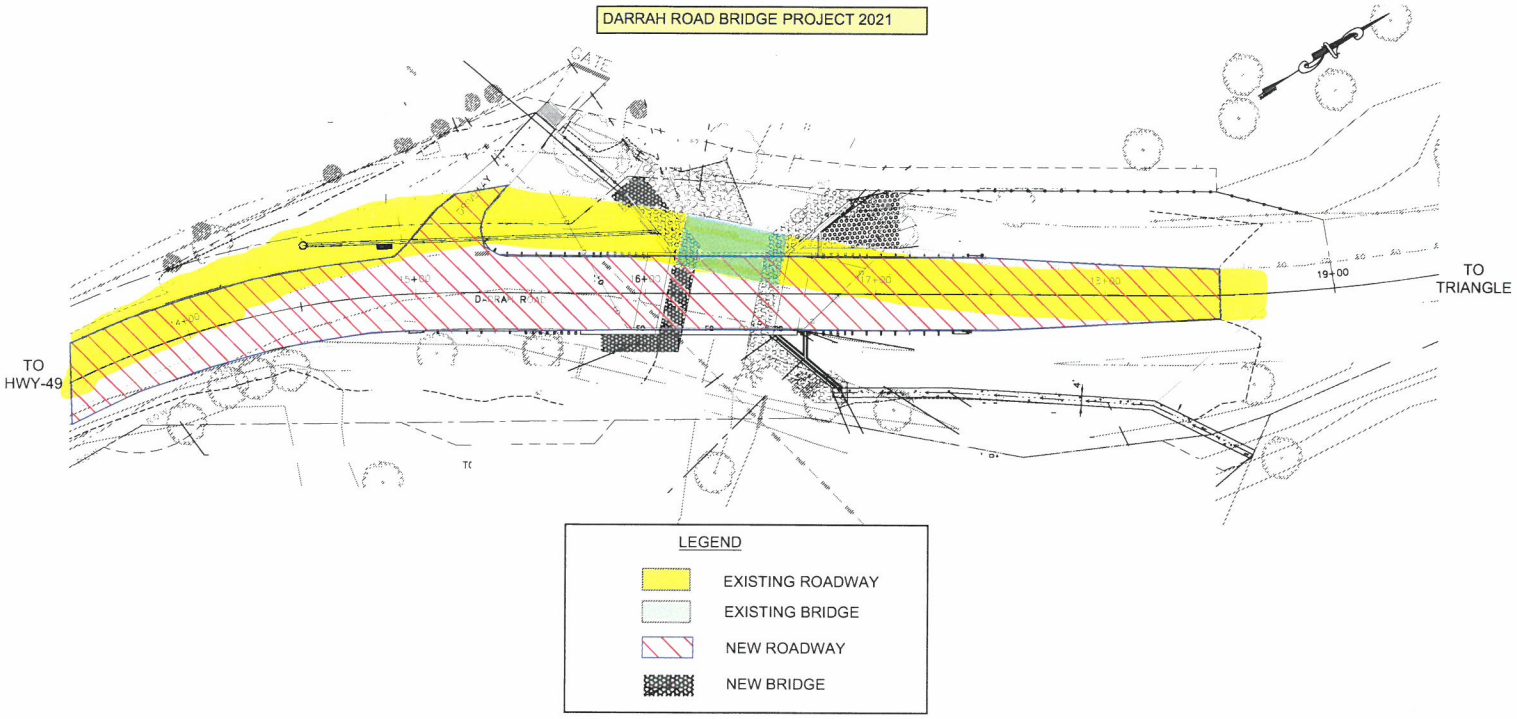
1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
    a. Contribute to the cost of the training
    b. Provide the instruction to the apprentice or trainee
    c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

Attachment: American Paving Co 20-020 Darrah Rd Bridge (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd



Attachment: Handout from Mike Healy (RES-2021-106 : Approve an Agreement with American Paving Co for the Darrah Rd Bridge)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2021-107

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Community Development Block Grant CARES Act Set Aside Funds (CV-1,2 & 3)

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving and Authorizing the Submission of an Application for Community Development Block Grant (CDBG) Funding for Mariposa County to Participate in a Business Relief Grant Program in an Amount Not to Exceed $497,645; Approve a Grant Agreement and Any and All Subsequent Amendments Thereto with the State of California for the Purposes of the Grant. Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any and All Subsequent Amendments Thereto with the State of California for the Purposes of the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the County Administrative Officer to Accept the Award and Implement a Business Relief Grant Program.

Mariposa County is eligible to receive $497,645 in CARES Act funding that has been set aside for our use through the Community Development Block Grant (CDBG). Federal guidelines state that it can be used for, “Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures." Approval of this application would allow staff to secure these funds for a second round of need-based business relief grants.

Since March 2020, local small businesses have been significantly impacted by COVID-19 and, in particular, the safety measures necessary to prevent the spread of the virus. In immediate response to the economic crisis, Congress passed the CARES Act stimulus package, including funding for small businesses, on March 25, 2020.

Several other small business relief programs have been made available over the last twelve month at federal, state and local levels. While these programs have been helpful, businesses have not always been supported equally. The most recent state program, for example, awarded less than six percent of applicants in the first round and only seven Mariposa County businesses.

Locally, the Mariposa Community Foundation awarded grants to three non-profit organizations. Mariposa County awarded nearly $400,000 in COVID relief and grants to 45 businesses and $77,000 in mitigation reimbursements in November 2020. We also have a forgivable loan program in place, the Safety and Freedom Enhancement

(SAFE) grant, to offset COVID-related expenses incurred after the prior grant was awarded. The SAFE program is open and has accepted more than 10 grant applications to date. Funding for the SAFE program cannot exceed $78,000.

Staff is now recommending approval of this application to direct CARES/CDBG funds to additional, need-based business relief grants with a Tier 1 $15,000 maximum and Tier 2 and 3 awards based on net revenue loss. Net revenue loss is calculates as the change in revenue, including other business relief received to date, less the change in expenditures. Distribution will be as follows:

Tier 1 = Net Revenue Loss greater than $30,000 and more than 20%

Tier 2 = Net Revenue Loss between $20,000-$29,999 and more than 10%

Tier 3 = Net Revenue Loss between $10,000-$19,999 and more than 10%

Applicants will be required to include and document any financial assistance received. Financial aid will be calculated into the 2020/21 net profit loss.

Using the same model as the previous grant program, the grants will be awarded approximately 2 weeks after the application deadline, with 3 monthly disbursement checks, equally dividing the total grant amount. Disbursement will depend on continued compliance with state and local health officer orders, as required by the funding source for this award.

The grant award program, if approved, will use the same application and approval process as occurred in October, including partnering with the Mariposa Economic Development Council to review applications.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
July 7, 2020 - BOS approved a Resolution to Approve Conditions and Sign Certifications for CARES and Realignment Backfill Funding

October 20, 2020 - BOS approved $400,000 in Business Economic Recovery Grants and $200,000 in COVID Expense Reimbursement Grants, and approved application and the Economic Development Corporation (EDC) of Mariposa County be the team to review applications and recommend grant awards.

November 17, 2020 - BOS received Presentation on Small Business Grants and Determine What to Do with Remaining Funds

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would forgo this grant opportunity and staff would explore other grant opportunities to assist Mariposa County's small businesses. All unused funds will be redistributed to other jurisdictions.

FINANCIAL IMPACT:
This is an opportunity to apply for $497,645 CDBG funds that were allocated by the CARES ACT. The funds will benefit Mariposa County's low and moderate

income residents. There is no match required. Mariposa County has ultimate fiscal responsibility for these activities.

ATTACHMENTS:
board memo for CV Business Relief Grant Program (PDF)
business relief grant program outline and application for public (PDF)
business relief application2 for public (PDF)
Mariposa County BoS Resolution_CV2 and 3 (PDF)
Grant Application for submission of Mpsa County (PDF)
PUBLIC INPUT - Webform submission from Katherine Ogilvie (PDF)
Racial Equity Analysis for attachment to CDBG application - received during meeting (PDF)

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

MARIPOSA COUNTY

DALLIN KIMBLE
County Administrative Officer

P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org
www.mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer

Date: March 2, 2021

Subject: CDBG (Community Development Block Grant) – CARES Act Set Aside

---

For your consideration, CARES Act Economic Development (ED) Grant Authorizing Mariposa County to Apply for the CARES Act funding (CV-1, 2 & 3) that was Set Aside by CDBG for the County of Mariposa, and use the funds for a business relief grant program.

Activity Description

Since March 2020, small business owners have been impacted by Covid-19 and the challenges of complying with the safety measures. Mariposa County's small businesses have experienced a compound-effect of the pandemic's safety orders, since, not only have they had to close, but the tourists who subsidize most of the County's businesses have been limited. Local small businesses have been ordered to reduce capacity, close indoor service and, in some cases, completely shuttered. The impact has been devastating to our local businesses and the local economy.

While the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was passed on March 25, 2020, the effects of the pandemic continue to impact small businesses. In addition to federal relief packages, the State of California has also provided small business relief in the form of grants; however, only a small percentage of applicants were awarded. Mariposa County also provided business relief grants, awarding 45 local businesses with up to $10,000 in funding, but those funds were awarded in November 2020, with a Stay at Home order to follow in December, putting more financial strain on small businesses.

Scope of Work – Task Narrative

INTRODUCTION
The County of Mariposa, hereinafter called "County", has established a business relief grant program which distributed one round of grants in November 2020. The County will utilize the established business relief program/model for the new grant distribution process, which includes:

Task 1 – Create an online application, which will include self-attestation to state health orders

Task 2 – Application will be accessible on Mariposacounty.org

Attachment: board memo for CV Business Relief Grant Program (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Task 3 – Agreement with Economic Development Corporation (EDC) to review applications

Task 4 – Once applications have been reviewed and vetted, they will be forwarded to Mariposa County for processing

Task 5 – The applicants will be entered into an excel spreadsheet

Task 6 – Award amounts will be calculated based on net revenue loss, including any financial assistance

Task 7 – The spreadsheet will include a formula that will determine award amounts up to $15,000

Task 8 – Awards will be made approximately 2 weeks after application deadline

Task 9 - Upon award determination, an award letter will be composed for each recipient

Task 10 – Each recipient will receive an award letter

Task 11 – The awards will be distributed in three allotments and are dependent on compliance to state health orders

Task 12 – The first grant check will be distributed within two weeks of grant award determination

Task 13 – The second grant check will be distributed within a month after check 1

Task 14 – The third grant check will be distributed with a month after check 2

Task 15 – Grant closeout

Statement of Need and Proposed Outcome Narrative

On March 19, 2020, Governor Newsom issued a Stay at Home order for the State at Home Order for all Californians. This order initiated the impact of Covid-19 to local businesses. Since March, the businesses have continued to be impacted by the pandemic and, in particular, by the state health orders that have been made to mitigate the spread of the virus. The orders have ranged from reduction of customer capacity to closure of indoor services to shuttering the doors to entire businesses. While the federal government has signed and implemented several stimulus bills, the need for capital by the business owners is imperative. Mariposa County administered one business relief grant, which helped local businesses pay rent, utilities and payroll. A second local business relief program could help businesses, and non-profit organizations, get back on their feet, as we await the positive effects of community vaccination and mitigation of the virus.

Attachment: board memo for CV Business Relief Grant Program (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Mariposa County Business Relief Grant Program (Using CDBG CARES Act Set Aside Funding) – BUDGET

Budget Narrative

Mariposa County will be applying for CARES Act funding that was Set Aside by CDBG for Mariposa County. The allocations will be used to help fund the 7th Street Dining Area.

Mariposa County Business Relief Grant Program Budget		
Total CV-1, 2, 3 set aside funds	**$499,358**	
Grant funds		$461,906
Activity Totals		**$461,906**
General Administration (not to exceed 7.5 percent (%)		$37,452
Total Amount Requested		**$499,358**

Attachment: board memo for CV Business Relief Grant Program (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Mariposa County Small Business Economic Recovery Grant Application Round 2

Coronavirus Economic Relief Programs in Mariposa County

Mariposa County has made several programs available to support local businesses and nonprofits that have been impacted by the novel coronavirus pandemic. This application may be used for the loss recovery application. Please review this page before completing an application.

	LOSS RECOVERY
Eligible Expenses	Net losses (e.g. $10,000 in 2020/2021 net revenue, i**ncluding aid**, compared with $40,000 for the same period in 2019/2020 would be a $30,000 loss)
Basic Documentation Requirements	Requires total revenue and expense numbers for the same time period in 2020/21 and 2019. Must include documentation of any aid.
Total Available Funding	$461,906 available
Funding Source	CDBG CARES Act funding
Disbursement	Paid in 3 monthly installments
Other Information	Businesses which opened in 2020 are still eligible for funding – see section on revenue and expense information request for guidance on how to best answer the question on comparables
COVID Compliance	Requires ongoing compliance with current COVID mitigation guidelines
Availability	Available to non-profit and for-profit organizations

There is currently one other small business economic reimbursement grant (SAFE) available at the present time for organizations in Mariposa County. This application cannot be used for that program or vice-versa. If you have questions, please contact Tara Schiff, Economic Development Specialist, at tschiff@mariposacounty.org or (209) 742-1214.

	MARIPOSA COUNTY SAFE FORGIVABLE LOANS
	No maximum award
	$78,000 available
	Application on Mariposa County website
	Only for FOR-profits

Attachment: business relief grant program outline and application for public (RES-2021-107 : Community Development Block Grant CARES Act

Mariposa County Small Business Economic Recovery Grant Application

Administrative Data

Business Name _____

Address _____

_____

_____

Contact Name _____

Phone _____

Email _____

Please describe your business and the products/services that you provide in Mariposa County.

_____

_____

_____

_____

_____

_____

_____

_____

How many Employees does the business employ? _____

Attachment: business relief grant program outline and application for public (RES-2021-107 : Community Development Block Grant CARES Act

Mariposa County Small Business Economic Recovery Grant Application

Impacts

Please describe the financial and operational impacts of COVID-19 to your business.

_____
_____
_____

If you are requesting reimbursement for additional COVID-related expenses, please provide documentation with this application. COVID-related expense reimbursement will be done separately and in addition to the Economic Recovery Grants. Total requested for COVID-related expenses:

_____

When did the impact start and what is the estimated end date (use current date if ongoing)?

From _____ To _____

What were your businesses' revenues during the affected period of 2020/2021? _____

Add any aid (grants, loans, etc.) received during this period. _____

Total _____

What were your businesses' revenues during the same period of 2019/2020? _____

What were your businesses' expenses during the affected period of 2020/2021? _____

What were your businesses' expenses during the same period of 2019/2020? _____

***If your business started in the fall of 2019 or later and as a result you do not have comparable data; you can use any combination of business projections, pre-COVID revenue and expense data, data from comparable organizations in Mariposa.*

Please describe how the grant funds will be used.

_____
_____
_____

Attachment: business relief grant program outline and application for public (RES-2021-107 : Community Development Block Grant CARES Act

Mariposa County Small Business Economic Recovery Grant Application

Eligibility

Have you received any other forms of financial assistance? If so, how much and what type of financial assistance did you receive, i.e. PPP, EIDL, Mariposa County Business Relief Grant, personal loan, insurance proceeds, other (please specify)? Financial assistance MUST be calculated into 2020/21 net revenue loss.

_____
_____
_____
_____
_____
_____

Does the business or the applicant have any outstanding judgments, tax liens, or pending lawsuits against them?

- ☐ Yes
- ☐ No

Is the applicant currently suspended or debarred from contracting with the Federal Government?

- ☐ Yes
- ☐ No

Is your business in compliance with all Federal, State, and Local Laws?

- ☐ Yes
- ☐ No

Is your business in compliance with current Public Health Officer orders outlining safety measures to mitigate the spread of COVID19?

- ☐ Yes
- ☐ No

Attachment: business relief grant program outline and application for public (RES-2021-107 : Community Development Block Grant CARES Act

Mariposa County Small Business Economic Recovery Grant Application

Certification

By my signature below, I have read and understand the Business Assistance Grant Program. I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, as evidenced by the signature of the authorized County representative below, this application becomes a binding contract between the entity named above and Mariposa County.
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this agreement.
- In no event shall the County's financial responsibility exceed the approved amount set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the County.
- Applicant shall defend and indemnify the County and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage from activities reimbursed under this program.
- The representations made by applicant in this application are material terms of the agreement. The County may cancel this agreement at any time upon discovery that any of the information set forth above is inaccurate, or that any terms set forth above have been violated.

Applicant Signature: _____ Date: _____

Attachment: business relief grant program outline and application for public (RES-2021-107 : Community Development Block Grant CARES Act

Mariposa County Small Business Economic Recovery Grant Application

Conditions of Fund Distribution

If awarded, grant funds will be distributed on a monthly basis following the successful attestation from local businesses that they are, and will continue to, follow all applicable Public Health guidelines with respect to mitigating the spread of COVID19.

Payment Schedule

Grant Payment Schedule			
	High Tier	Middle Tier	Low Tier
Approx. 2 weeks after deadline	1/3	1/3	1/3
One month after 1st payment	1/3	1/3	1/3
One month after 2nd payment	1/3	1/3	1/3

Critera on which Fund Distribution is based

Funds will be distributed using the following formula. Businesses awarded grant funding will be required to attest to compliance with all current Public Health guidelines with respect to preventing the spread of COVID19 to be eligible for payments.

Tiers	Net Loss $$	Net Loss %	Grant Award
Tier 1	> $30,000	> 20%	High – 3X
Tier 2	$15,001 – $30,000	> 10%	Middle – 2X
Tier 3	$5,000 – $15,000	> 10%	Low – X

PLEASE ATTACH A W-9 FORM (attached) TO THE APPLICATION TO ENSURE THE COUNTY CAN EXPEDITE AWARD PAYMENTS.

Attachment: business relief grant program outline and application for public (RES-2021-107 : Community Development Block Grant CARES Act

Mariposa County

Business Assistance Grant Application

Administrative Data

Business Name _____

Address _____

_____

_____

Contact Name _____

Phone _____

Email _____

Please describe your business and the products/services that you provide in Mariposa County.

_____

_____

_____

_____

_____

_____

_____

_____

How many Employees does the business employ? _____

Attachment: business relief application2 for public (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds (CV-1,2

Mariposa County

Business Assistance
Grant Application

Impacts

Please describe in detail the financial and operational impacts of COVID-19 to your business.

_____
_____
_____
_____
_____
_____

When did the impact start and what is the estimated end date (use current date if ongoing)?

From _____ To _____

What were your businesses' revenues during the affected period of 2020/2021? _____

Add any aid (grants, loans, etc.) received during this period. _____

Total _____

What were your businesses' revenues during the same period of 2019/2020? _____

What were your businesses' expenses during the affected period of 2020/2021? _____

What were your businesses' expenses during the same period of 2019/2020? _____

_____
_____
Please describe how the grant funds will be used.
_____
_____
_____
_____
_____
_____
_____

Attachment: business relief application2 for public (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds (CV-1,2

Mariposa County

Business Assistance
Grant Application

Eligibility

Have you received any other forms of financial assistance to include insurance proceeds? If so, how much, from which source (PPP, EIDL, Mariposa County business relief grants, etc.) and what items/ activities did this assistance cover?

_____
_____
_____
_____
_____
_____

Does the business or the applicant have any outstanding judgments, tax liens, or pending lawsuits against them?

- ☐ Yes
- ☐ No

Is the applicant currently suspended or debarred from contracting with the Federal Government or receiving federal grants or loans?

- ☐ Yes
- ☐ No

Is your business in compliance with all Federal, State, and Local Laws?

- ☐ Yes
- ☐ No

Is your business in compliance with current Public Health Officer orders outlining safety measures to mitigate the spread of COVID19?

- ☐ Yes
- ☐ No

Attachment: business relief application2 for public (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds (CV-1,2

Mariposa County

Business Assistance
Grant Application

Certification

By my signature below, I have read and understand the Business Assistance Grant Program. I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, as evidenced by the signature of the authorized County representative below, this application becomes a binding contract between the entity named above and Mariposa County.
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this agreement.
- In no event shall the County's financial responsibility exceed the approved amount set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the County.
- Applicant shall defend and indemnify the County and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage from activities reimbursed under this program.
- The representations made by applicant in this application are material terms of the agreement. The County may cancel this agreement at any time upon discovery that any of the information set forth above is inaccurate, or that any terms set forth above have been violated.

Applicant Signature: _____ Date: _____

Attachment: business relief application2 for public (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds (CV-1,2

Mariposa County

Business Assistance
Grant Application

Conditions of Fund Distribution

If awarded, $15,000 / up to $10,000 / up to $5,000 in grant funds will be distributed on a monthly basis following the successful attestation from local businesses that they are, and will continue to, be, compliant with all applicable Public Health guidelines with respect to mitigating the spread of COVID19.

Payment Schedule

Grant Payment Schedule			
	Tier 1	Tier 2	Tier 3
Approximately 2 weeks after deadline	$5,000	$3,334	$1,667
One month after 1st disbursement	$5,000	$3,333	$1,667
One month after 2nd disbursement	$5,000	$3,333	$1,666

Critera on which Fund Distribution is based

Funds will be distributed using the following formula. Net profit loss MUST include any financial assistance that has been received. Businesses awarded grant funding will be required to attest to compliance with all current Public Health guidelines with respect to preventing the spread of COVID19 to be eligible for payments.

Tiers	Net Profit Loss $$	Net Profit Loss %	Grant Award
Tier 1	> $30,000	> 20%	$15,000
Tier 2	$20,000 - $29,999	> 10%	up to $10,000
Tier 3	$10,000 - $19,999	> 10%	up to $ 5,000

Attachment: business relief application2 for public (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds (CV-1,2

MARIPOSA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. 2020-__

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 and 3 IN AN AMOUNT NOT TO EXCEED $497,645

BE IT RESOLVED by the County Board of Supervisors of the County of Mariposa as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of an application in the aggregate amount, not to exceed **$497,645** for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

- Business Relief Grants

General Administration costs associated with the activity as a not to exceed $37,452.

Economic Development – Business Assistance	**$497,645**

SECTION 2:

The County of Mariposa hereby approves the use of Program Income in an amount not to exceed **$497,645** for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The County of Mariposa acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4:

The County of Mariposa hereby authorizes and directs the Board Chair, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

Attachment: Mariposa County BoS Resolution_CV2 and 3 (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds

SECTION 5:

If an application is approved, the Board Chair, or designee*, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Board Chair, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

* Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County** of Mariposa held on March 2, 2021 by the following vote:

AYES: NOES:

ABSENT:

By:_____

Marshall Long, Board Chair
Board of Supervisors

Attachment: Mariposa County BoS Resolution_CV2 and 3 (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds

STATE OF CALIFORNIA
County of Mariposa County

I, _____, County Clerk of the County of Mariposa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this _ day of _____ , 20 _ .

_____
Name, [City or County] Clerk of the [City or County] of , State of California

By:_____
Name and Title

(Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.)

Attachment: Mariposa County BoS Resolution_CV2 and 3 (RES-2021-107 : Community Development Block Grant CARES Act Set Aside Funds

Activity Category

Choose your Activity Category from the list. Eligible activities are defined by 24 CFR §570.482 et. seq. https://www.law.cornell.edu/cfr/text/24/570.482

Economic Development

Please select your application type:

Economic Development

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

New Type of Assistance

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (ED)

Choose your specific activity from the list based on HUD Matrix Code. Matrix code definitions can be located at: https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf.

18A - ED Assistance For Profits

National Objective (ED)

Choose the national objective from the list. Criteria for national objectives can be located at 24 CFR §570.483. https://www.law.cornell.edu/cfr/text/24/570.483

(LMJ) Low/mod job creation and retention

Section II

Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Measurement.pdf (https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf)

Measure Indicator (P)

Businesses

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries

225

Presumed Benefit Types

Please check all that apply, if applicable. Presumed Benefit activities should target a specific population. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). https://www.law.cornell.edu/cfr/text/24/570.483

Abused Children, Illiterate Adults, Battered Spouses, Persons with living AIDS, Elderly Persons, Homeless Person, Adults Meeting Bureau of Census' Definition of Severely Disabled Persons

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Dualy Diagnosed, Other

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Activity Title

Business Relief Grant Program

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Organization Name

Enter the legal name of the responsible entity.

County of Mariposa

Input the physical address of your organization, please do not use a P.O. Box.

Street Address

Enter the primary address for the Applicant.

5100 Bullion Street

Suite/Office #:

Add the address of where the activity will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street)

City:

Mariposa

State

US-CA

Zip Code:

95338

Section IV

Activity Information

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:

5100 Bullion Street

Suite/Office #:

City:

Mariposa

State

US-CA

Zip Code:

95338

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Statement of Need and Proposed Outcome Narrative:

Since March 2020, small business owners have been impacted by Covid-19 and the challenges of complying with the safety measures. Mariposa County's small businesses have experienced a compound-effect of the pandemic's safety orders, since, not only have they had to close, but the tourists who subsidize most of the County's businesses have been limited. Local small businesses have been ordered to reduce capacity, close indoor service and, in some cases, completely shuttered. The impact has been devastating to our local businesses and the local economy.

While the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was passed on March 25, 2020, the effects of the pandemic continue to impact small businesses. In addition to federal relief packages, the State of California has also provided small business relief in the form of grants; however, only a small percentage of applicants were awarded. Mariposa County also provided business relief grants, awarding 45 local businesses with up to $10,000 in funding, but those funds were awarded in November 2020, with a Stay at Home order to follow in December, putting more financial strain on small businesses.

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Activity Description

On March 19, 2020, Governor Newsom issued a Stay at Home order for the State at Home Order for all Californians. This order initiated the impact of Covid-19 to local businesses. Since March, the businesses have continued to be impacted by the pandemic and, in particular, by the state health orders that have been made to mitigate the spread of the virus. The orders have ranged from reduction of customer capacity to closure of indoor services to shuttering the doors to entire businesses. While the federal government has signed and implemented several stimulus bills, the need for capital by the business owners is imperative. Mariposa County administered one business relief grant, which helped local businesses pay rent, utilities and payroll. A second local business relief program could help businesses, and non-profit organizations, get back on their feet, as we await the positive effects of community vaccination and mitigation of the virus.

The County will develop a business relief program to provide grants to local small business owners that have experienced significant revenue loss due to Covid-19 and the impact of complying with State health guidance. The objective of the activity is to provide REVENUE LOSS RECOVERY and is based on net loss (e.g. $10,000 in 2020/2021 net revenue, including aid, compared with $40,000 for the same period in 2019/2020 would be a $30,000 loss). The basic documentation requirements will be the total revenue and
expense numbers for the same time period in 2020/21 and 2019. All applicants must include documentation of any financial aid received (other grants, Paycheck Protection Program (PPP) aid, Economic Disaster Injury Loans (EIDL), donations, etc.) The grants will be disbursed in 3 monthly installments, allowing for verification of compliance to all local, state and federal health orders. Businesses that opened in 2020 are still eligible for funding, as they can submit projects, per their business plan, in the place of Profit and Loss (P&L) statements.
Eligibility of this program requires ongoing compliance with current COVID mitigation guidelines and is available to non-profit and for-profit organizations.

Funds will be distributed using a formula that categorizes businesses into 3 tiers:
Tier 1 = Businesses with net revenue loss of more than $30,000 and greater than 20%
Tier 2 = Businesses with net revenue loss of more than $15,001 and up to $29,999, with more than a 10% net revenue loss
Tier 3 = Businesses with net revenue loss between $5,000 to $15,000 and more than 5% net revenue loss.
All businesses awarded grant funding will be required to attest to compliance with all current Public Health guidelines with respect to preventing the spread of COVID19 to be eligible for payments. In addition, all applicants, must report any financial assistance received during the period of the revenue loss report.

Upload your guidelines / strategic plan / operations plan / implementation strategy

business relief grant program outline and application.pdf

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Detailed Scope of Work - Task and Deliverables Narrative

INTRODUCTION
The County of Mariposa, hereinafter called “County”, has established a business relief grant program which distributed one round of grants in November 2020. The County will utilize the established business relief program/model for the new grant distribution process, which includes:

Task 1 – Create an online application, which will include self-attestation to state health orders

Task 2 – Application will be accessible on Mariposacounty.org

Task 3 – Agreement with Economic Development Corporation (EDC) to review applications

Task 4 – Once applications have been reviewed and vetted, they will be forwarded to Mariposa County for processing

Task 5 – The applicants will be entered into an excel spreadsheet

Task 6 – Award amounts will be calculated based on net revenue loss, including any financial assistance

Task 7 – The spreadsheet will include a formula that will determine award amounts up to $15,000

Task 8 – Awards will be made approximately 2 weeks after application deadline

Task 9 - Upon award determination, an award letter will be composed for each recipient

Task 10 – Each recipient will receive an award letter

Task 11 – The awards will be distributed in three allotments and are dependent on compliance to state health orders

Task 12 – The first grant check will be distributed within two weeks of grant award determination

Task 13 – The second grant check will be distributed within a month after check 1

Task 14 – The third grant check will be distributed with a month after check 2

Task 15 – Grant closeout

Statement of Need and Proposed Outcome Narrative
INTRODUCTION
The County of Mariposa, hereinafter called “County”, has established a business relief grant program which distributed one round of grants in November 2020. The County will utilize the established business relief program/model for the new grant distribution process, which includes:

Task 1 – Create an online application, which will include self-attestation to state health orders

Task 2 – Application will be accessible on Mariposacounty.org

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Task 3 – Agreement with Economic Development Corporation (EDC) to review applications

Task 4 – Once applications have been reviewed and vetted, they will be forwarded to Mariposa County for processing

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Task 13 – The second grant check will be distributed within a month after check 1

Task 14 – The third grant check will be distributed with a month after check 2

Task 15 – Grant closeout

Section V

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants,

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

No

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?

2020 Census

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?

The application will not include any racial information and will be awarded equally among all applicants.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?

Yes

Provide Page # to reference in the Policy or Guidelines provided to subrecipients to look at data to determine racial disparities in its programs:

Upload subrecipient requirements to look at data to determine racial disparities in its programs

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?

Yes

Provide Page # in the Policy or Guidelines provided to subrecipients to put a plan in place to address racial disparities if they exist

Upload subrecipient requirements (e.g. program standards, policies, standard agreement language) to put a plan in place to address racial disparities if they exist.

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Formal Partnerships you have:

The County has and has had MOUs with the local native American council.

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Informal Partnerships you have:

The County has partnerships with the local native American council.

Do you have Materials in multiple language and accessible on jurisdiction website?

Yes

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Please provide a list and links to the materials in multiple languages:

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative and any applicable links for the communications campaigns:

The County economic development specialist administers an annual Great Sierra River Cleanup, which is publicized in multiple languages and distributes material in multiple languages.

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?

Yes

Please provide a narrative and links for any other efforts described:

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?

Yes

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Does your advisory body have seats for representatives from culturally specific serving organizations and/ or people in protected classes?

Yes

Please upload your governing documents that shows that seats are made available for representatives from culturally specific serving organizations or people in protected classes.

Does your advisory body have seats for people with lived experience of housing insecurity, homelessness, and/or economic insecurity?

Yes

Please upload your governing documents that shows that seats are made available for people with lived experience of housing insecurity, homelessness, and/or economic insecurity.

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)

Yes

Describe this training program and/or provide a link to the website describing it:

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?

Yes

Please List:

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?

Yes

Please describe these steps and, if applicable, list what funds been awarded to any smaller or non-traditional organizations that have historically been serving communities of color:

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

Yes

Please describe these steps:

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:

Homeless Task Force

Partnership Type:

County

Number of years in this type of partnership:

5

Group(s) Served:

Black, Latinx, Asian, Pacific Islander, Native American, Indigenous People

Do you have additional partners to list?

No

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Will you do deeper income targeting than CDBG-CV regulations require?

Yes

Please describe:

Will your Economic Development project target and support businesses owned by women and members of communities of color (including Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color)?

Yes

Do you have a uniform, clear and standardized set of program requirements for all business types that ensure equal access to potential applicants regardless of race, gender, ethnicity?

Yes

Please describe or upload your program requirements:

Funds will be distributed using a formula that categorizes businesses into 3 tiers:
Tier 1 = Businesses with net revenue loss of more than $30,000 and greater than 20%
Tier 2 = Businesses with net revenue loss of more than $15,001 and up to $29,999, with more than a 10% net revenue loss
Tier 3 = Businesses with net revenue loss between $5,000 to $15,000 and more than 5% net revenue loss.
All businesses awarded grant funding will be required to attest to compliance with all current Public Health guidelines with respect to preventing the spread of COVID19 to be eligible for payments. In addition, all applicants, must report any financial assistance received during the period of the revenue loss report.

Upload your program requirements:

business relief grant program outline and application.pdf

Section VI

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

If you enter milestones for your activity and those milestones are approved your milestones will supersede the HCD default milestones. Please note that if you do not elect to identify activity specific milestones in your application, HCD will default to the milestones in the CDBG-CV2 NOFA.

Default HCD Milestones are:

Milestone #1: Activity Start Up (Mandatory Milestone)
Milestone #2: 20% Expenditure Completion Date: June 1, 2021
Milestone #3: 50% Expenditure Completion Date: December 1, 2021
Milestone #4: 80% Expenditure Completion Date: May 1, 2022
Milestone #5: 100% Expenditure Completion Date: August 1, 2022 (Mandatory Milestone)

Milestone #1 - Activity Start

04/01/2021

Milestone #1 Completion Date

04/15/2021

Do you want to add additional optional milestones?

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory.

No

Milestone #10 - Confirmation of Closeout

09/01/2021

Milestone #10 - Confirmation of Closeout Completion Date

09/30/2021

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners

Non-Profit Service Providers

Provide a narrative listing your partners and collaborators:

Economic Development Corporation of Mariposa

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Proof of capacity is required for Economic Development activities. Capacity can be demonstrated at the local level or through partnership with a for-profit agency or consultant, non-profit, Community Development Finance Institution (CDFI), Educational Institution, Small Business Development Center (SBDC), or other entity with specific CDBG Economic Development experience.

Use the Narrative text box to list your qualified staff, partners, or consultants, and identify whether or not you have an executed agreement with each partner or consultant.

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Upload your contract or subrecipient agreement, partnership agreement or staff resume to demonstrate the capacity identified in your narrative.

Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 (https://www.law.cornell.edu/cfr/text/24/570.503) Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 (https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7)

Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

Please select your proof of capacity for your Economic Development activity

Agency Staff

Economic Development Proof of Capacity Narrative

The economic development specialist has more than 30 years experience working in economic development and more than 10 years experience managing CDBG programs. The economic development specialist recently administered a program similar to this business relief activity and utilized the assistance of the Economic Development Corporation of Mariposa County, which was established in 1994 and has assisted with several similar programs.

Proof of Capacity

Proof of Capacity

Proof of Capacity

Threshold Criteria

Site Control

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services:

See 24 CFR §578.25 https://www.law.cornell.edu/cfr/text/24/578.25 for HUD's site control requirements.

N/A

Upload Site Control Supporting Documentation

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarrment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use https://www.sam.gov/SAM/ (https://www.sam.gov/SAM/) to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarrment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in SAM.Gov (https://www.sam.gov). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check

Upload additional Debarment Check Documentation

Upload an executed Statement of Assurances and Compliance. The template is found in the Files tab (https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Use the updated Citizen Participation Requirements document at https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf (https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf) to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organzation complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 https://www.law.cornell.edu/cfr/text/24/570.486 (https://www.law.cornell.edu/cfr/text/24/570.486) the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

These requirements can be located at 24 CFR §570.486

https://www.law.cornell.edu/cfr/text/24/570.486 .

Yes

Upload Citizen Participation Proof of Public Notice

Upload Public meeting/hearing presentation/handout materials

Upload Public Comment and Responses

Upload Public meeting/hearing presentation/handout materials

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

Download the FI$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI$CAL TIN FORM (https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx)

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Upload CA TIN Verification Form

Upload the results of your SAM.gov entity check including all consultants, subrecipients and subcontractors currently under contract or with an executed agreement.

Monitoring and Compliance

Are all single audit findings cleared or in remediation?

Yes - All findings have been addressed/we have no findings

Are all HCD CDBG program monitoring findings cleared or in remediation?

Yes

Are you in compliance with all exisiting HCD award agreements?

Yes

Environmental

Use the Environment Review forms located on HUD's website at https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview (https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview) to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at https://www.hudexchange.info/programs/environmental-review/ (https://www.hudexchange.info/programs/environmental-review/). To determine the correct level of review go to HUD's environmental review overview page https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview (https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview). Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Upload Activity NEPA Compliance

Upload General Administration NEPA Compliance

Upload additional proof of NEPA Compliance

Section VII

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part if your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Do you have program income not already included and committed in a CDBG activity?

No

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Budget Narrative:

Mariposa County will be applying for CARES Act funding that was Set Aside by CDBG for Mariposa County. The allocations will be used to fund a business relief grant program.

Upload Cost Allocation Plan (if applicable)

Upload Duplication of Benefit Tracker Form (in Excel)

Please upload the completed Duplication of Benefit Tracker Form identified in the Files tab of the solicitation.

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: HUD DOB (https://www.hudexchange.info/trainings/courses/duplication-of-benefits-webinar-2019/2970/.)

See a Duplication of Benefits Policy sample in the Files tab of the Solicitation (https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx)

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.

Upload your duplication of benefits tracking policy

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

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Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Have you completed and submitted your eCivis Grants Network budget worksheet?

Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:

$499,358.00

By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:

If any false statements of completeness or accuracy are later found in this application, it may result in application denial or disqualification.

Original Submission Date (for re-submissions)

Exhibit E - Budget

Attachment: Grant Application for submission of Mpsa County (RES-2021-107 : Community Development Block Grant CARES Act Set Aside

Rene LaRoche

From: noreply@civicplus.com
Sent: Monday, March 1, 2021 10:26 PM
To: Rene LaRoche; Tracy Gauthier
Subject: Online Form Submission #4892 for Public Comment on Board Items

Follow Up Flag: FollowUp
Flag Status: Flagged

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at http://www.mariposacounty.org/bosagendas.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*
***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*
***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes)	Katherine Ogilvie
Please Indicate the Item this comment pertains to:	PUBLIC COMMENT ITEM #H 4
Your position on this item:	Support
Your comment for this item:	March 1, 2021 Dear Mariposa County Board of Supervisors: I am writing to you, as a business owner of Traditional Craft Kits, to ask that you consider approving another round of grants for Mariposa County's small businesses. The aid that my company has received is wonderful and it has helped me survive the closures. That being said, a huge portion of the aid I received was in the form of an SBA EIDL loan. While there is cash in the bank, inventory in stock, sales starting to pick up, those loans will have to be paid back eventually and at an interest rate. If there is a way for our local businesses to receive grants to offset the loans we took to keep us afloat, we would be that much stronger going forward to reclaim success.

Attachment: PUBLIC INPUT - Webform submission from Katherine Ogilvie (RES-2021-107 : Community Development Block Grant CARES Act

Any grant, or series of grants over time, helps close the gap of the losses we business owners took to secure the safety of others. It's an exciting thought to think that there could be a way to eliminate all the losses our small businesses incurred from pandemic compliance.
Thank you, Katherine Ogilvie

Email not displaying correctly? View it in your browser.

Attachment: PUBLIC INPUT - Webform submission from Katherine Ogilvie (RES-2021-107 : Community Development Block Grant CARES Act

Activity Category

Choose your Activity Category from the list. Eligible activities are defined by 24 CFR §570.482 et. seq. https://www.law.cornell.edu/cfr/text/24/570.482

Economic Development

Please select your application type:

Economic Development

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

New Type of Assistance

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (ED)

Choose your specific activity from the list based on HUD Matrix Code. Matrix code definitions can be located at: https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf.

18A - ED Assistance For Profits

National Objective (ED)

Choose the national objective from the list. Criteria for national objectives can be located at 24 CFR §570.483. https://www.law.cornell.edu/cfr/text/24/570.483

(LMJ) Low/mod job creation and retention

Section II

Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.
https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performa

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

Measurement.pdf (https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf)

Measure Indicator (P)

Businesses

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries

225

Presumed Benefit Types

Please check all that apply, if applicable. Presumed Benefit activities should target a specific population. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). https://www.law.cornell.edu/cfr/text/24/570.483

Abused Children, Illiterate Adults, Battered Spouses, Persons with living AIDS, Elderly Persons, Homeless Person, Adults Meeting Bureau of Census' Definition of Severely Disabled Persons

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Dualy Diagnosed, Other

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Activity Title

Business Relief Grant Program

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

Organization Name

Enter the legal name of the responsible entity.

County of Mariposa

Input the physical address of your organization, please do not use a P.O. Box.

Street Address

Enter the primary address for the Applicant.

5100 Bullion Street

Suite/Office #:

Add the address of where the activity will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street)

City:

Mariposa

State

US-CA

Zip Code:

95338

Section IV

Activity Information

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:

5100 Bullion Street

Suite/Office #:

City:

Mariposa

State

US-CA

Zip Code:

95338

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

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Statement of Need and Proposed Outcome Narrative:

Since March 2020, small business owners have been impacted by Covid-19 and the challenges of complying with the safety measures. Mariposa County's small businesses have experienced a compound-effect of the pandemic's safety orders, since, not only have they had to close, but the tourists who subsidize most of the County's businesses have been limited. Local small businesses have been ordered to reduce capacity, close indoor service and, in some cases, completely shutter their doors. The impact has been devastating to our local businesses and the local economy.

While the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed on March 25, 2020 and offered $2.2 trillion dollars in economic relief, the effects of the pandemic continue to impact small businesses. In addition to federal relief packages, the State of California has also provided small business relief in the form of grants; however, only a small percentage of applicants were awarded. Mariposa County also provided business relief grants, awarding 45 local businesses with up to $10,000 in funding, but those funds were awarded in November 2020, with a Stay at Home order to follow in December, putting more financial strain on small businesses. The local small businesses need immediate revenue loss replacement in order to pay their rent and utility bills, make payroll and keep their doors open.

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

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Activity Description

The activity that Mariposa County will implement with the use of these funds is a second Business Relief Grant Program.

On March 19, 2020, Governor Newsom issued a Stay at Home order for the State at Home Order for all Californians. This order initiated the impact of Covid-19 to local businesses. Since March, the businesses have continued to be impacted by the pandemic and, in particular, by the state health orders that have been made to mitigate the spread of the virus. The orders have ranged from reduction of customer capacity to closure of indoor services to shuttering the doors to entire businesses. While the federal government has signed and implemented several stimulus bills, the need for capital by the business owners is imperative. Mariposa County administered one business relief grant, which helped local businesses pay rent, utilities and payroll. A second local business relief program could help businesses, and non-profit organizations, get back on their feet, as we await the positive effects of community vaccination and mitigation of the virus.

The County has developed a business relief program to provide grants to local small business owners that have experienced significant revenue loss due to Covid-19 and the impact of complying with State health guidance. The objective of the activity is to provide REVENUE LOSS RECOVERY and is based on net loss (e.g. $10,000 in 2020/2021 net revenue, including aid, compared with $40,000 for the same period in 2019/2020 would be a $30,000 loss). The basic documentation requirements will be the total revenue and expense numbers for the same time period in 2020/21 and 2019. All applicants must include documentation of any financial aid received (other grants, Paycheck Protection Program (PPP) aid, Economic Disaster Injury Loans (EIDL), donations, etc.) The grants will be disbursed in 3 monthly installments, allowing for verification of compliance to all local, state and federal health orders. Businesses that opened in 2020 are still eligible for funding, as they can submit projections, per their business plan, in the place of Profit and Loss (P&L) statements. Eligibility of this program requires ongoing compliance with current COVID mitigation guidelines and is available to non-profit and for-profit organizations.

Funds will be distributed using a formula that categorizes businesses into 3 tiers:
Tier 1 = Businesses with net revenue loss of more than $30,000 and greater than 20%
Tier 2 = Businesses with net revenue loss of more than $15,001 and up to $29,999, with more than a 10% net revenue loss
Tier 3 = Businesses with net revenue loss between $5,000 to $15,000 and more than 5% net revenue loss.
All businesses awarded grant funding will be required to attest to compliance with all current Public Health guidelines with respect to preventing the spread of COVID19 in order to be eligible for payments. In addition, all applicants must report any financial assistance received during the period of the revenue loss report.

Upload your guidelines / strategic plan / operations plan / implementation strategy

business relief grant program outline and application.pdf

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Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

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Detailed Scope of Work - Task and Deliverables Narrative

INTRODUCTION

The County of Mariposa, hereinafter called "County", has established a business relief grant program which distributed one round of grants in November 2020. The County will utilize the established business relief program/model for the new grant distribution process, which includes:

Task 1 – Create an online application, which will include self-attestation to all local, state and federal health orders

Task 2 – Application will be accessible on Mariposacounty.org

Task 3 – Agreement with Economic Development Corporation (EDC) to review applications

Task 4 – Once applications have been reviewed and vetted, they will be forwarded to Mariposa County for processing

Task 5 – The applicants will be entered into an excel spreadsheet

Task 6 – Award amounts will be calculated based on net revenue loss, including any financial assistance

Task 7 – The spreadsheet will include a formula that will determine award amounts up to $15,000

Task 8 – Awards will be made approximately 2 weeks after application deadline

Task 9 - Upon award determination, an award letter will be addressed and mailed to each recipient

Task 10 – The awards will be distributed in three allotments and are dependent on compliance to state health orders

Task 11 – The first grant check will be distributed within two weeks of grant award determination

Task 12 – The second grant check will be distributed within a month after check 1

Task 13 – The third grant check will be distributed with a month after check 2

Task 14 – Grant closeout

Section V

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

Yes

Please upload your racial equity analysis here:

Cultural and Linguistics Competence Plan.log

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

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How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?

The application will not include any racial information and will be awarded equally among all applicants. The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?

Yes

Provide Page # to reference in the Policy or Guidelines provided to subrecipients to look at data to determine racial disparities in its programs:

14

Upload subrecipient requirements to look at data to determine racial disparities in its programs

Employee Handbook Oct 2017_201710051846448031.pdf

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?

Yes

Provide Page # in the Policy or Guidelines provided to subrecipients to put a plan in place to address racial disparities if they exist

15

Upload subrecipient requirements (e.g. program standards, policies, standard agreement language) to put a plan in place to address racial disparities if they exist.

Employee Handbook Oct 2017_201710051846448031.pdf

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

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Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Formal Partnerships you have:

The County has partnerships with the Miwuk "American Indian Council of Mariposa Co." through a Mental Health Block Grant.

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Informal Partnerships you have:

The County has partnerships with the Miwuk "American Indian Council of Mariposa Co." through a Mental Health Block Grant.

Do you have Materials in multiple language and accessible on jurisdiction website?

Yes

Please provide a list and links to the materials in multiple languages:

Mariposa County Website - https://www.mariposacounty.org/ - Translated to multiple languages.

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative and any applicable links for the communications campaigns:

The County economic development specialist administers an annual Great Sierra River Cleanup, which is publicized in multiple languages and distributes material in multiple languages. The communication for this program will be hosted on the Mariposa County website, which is translatable to multiple languages.

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Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?

Yes

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Please provide a narrative and links for any other efforts described:

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

Mariposa County is committed to providing a work environment free of all forms of discrimination and harassment. Actions, words, jokes or comments based on non-jobrelated factors such as race, color, religion, religious dress or grooming practices, national origin, ancestry, disability, medical condition, genetic characteristics, marital or domestic partner status, sex (including pregnancy or childbirth), sexual orientation, gender identity and/or expression, military or veteran status, age or any other characteristic or classification protected by federal, state, and local laws and ordinances, are strictly prohibited.
Because the County is committed to a workplace free of discrimination and harassment of any kind, the County policy sets a higher standard for behavior than may be set by the law. Under both federal and state law, illegal harassment occurs when it is based on a person's protected class (race, color, religion, religious dress or grooming practices, national origin, ancestry, disability, medical condition, genetic characteristics, marital or domestic partner status, sex (including pregnancy or childbirth), sexual orientation, gender identity and/or expression, military or veteran status or age) and the harassment reaches a level that is sufficiently severe or pervasive to alter a person's working conditions.

All phases of the employment relationship, including recruitment, testing, hiring, upgrading, reasonable accommodation or return to work processes, promotion/demotion, layoffs, discipline, rates of pay, benefits, and selection for training are covered by this policy.
Any employee found to have violated the County Policy will be subject to discipline that is commensurate with the severity of the offense and that is designed to stop the harassing behavior and to prevent future harassing or retaliatory conduct.
If an employee experiences any form of harassment, or has a related complaint that the work environment is hostile, offensive, intimidating or abusive, the employee should promptly report the matter to any supervisor or manager or to the Human Resources Director/Risk Manager or to the County Administrative Officer. The complaint or report may be made orally or in writing. Employees may, but are not required to, report the incident to their immediate supervisor.
Under no circumstances will an employee be penalized for reporting what the employee believes in good faith to be harassment under this policy. Pursuant to state and federal law, the County prohibits retaliation against an employee who has filed a harassment complaint or participated in a harassment investigation or testified at any hearing, deposition, or trial regarding harassment in the workplace, even if the harassment complaint is later found to be false or unfounded.
The Mariposa County Policy against Discrimination and Harassment in the Workplace sets forth specific prohibitions and requirements which all employees are expected to understand and adhere to.

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a

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meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?

Yes

Does your advisory body have seats for representatives from culturally specific serving organizations and/ or people in protected classes?

Yes

Please upload your governing documents that shows that seats are made available for representatives from culturally specific serving organizations or people in protected classes.

County EEO.pdf

Does your advisory body have seats for people with lived experience of housing insecurity, homelessness, and/or economic insecurity?

Yes

Please upload your governing documents that shows that seats are made available for people with lived experience of housing insecurity, homelessness, and/or economic insecurity.

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)

Yes

Describe this training program and/or provide a link to the website describing it:

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Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?

Yes

Please List:

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?

Yes

Please describe these steps and, if applicable, list what funds been awarded to any smaller or non-traditional organizations that have historically been serving communities of color:

The County has several small businesses with minority owners who were awarded grants in the first round of this program. In addition, the Alliance for Community Transformation https://alliance4community.org/ serves the marginalized population.

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

Yes

Please describe these steps:

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:

Homeless Task Force

Partnership Type:

County

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Number of years in this type of partnership:

5

Group(s) Served:

Black, Latinx, Asian, Pacific Islander, Native American, Indigenous People

Do you have additional partners to list?

No

Will you do deeper income targeting than CDBG-CV regulations require?

Yes

Please describe:

Will your Economic Development project target and support businesses owned by women and members of communities of color (including Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color)?

Yes

Do you have a uniform, clear and standardized set of program requirements for all business types that ensure equal access to potential applicants regardless of race, gender, ethnicity?

Yes

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Please describe or upload your program requirements:

Funds will be distributed using a formula that categorizes businesses into 3 tiers:
Tier 1 = Businesses with net revenue loss of more than $30,000 and greater than 20%
Tier 2 = Businesses with net revenue loss of more than $15,001 and up to $29,999, with more than a 10% net revenue loss
Tier 3 = Businesses with net revenue loss between $5,000 to $15,000 and more than 5% net revenue loss.
All businesses awarded grant funding will be required to attest to compliance with all current Public Health guidelines with respect to preventing the spread of COVID19 to be eligible for payments. In addition, all applicants, must report any financial assistance received during the period of the revenue loss report.

Upload your program requirements:

business relief grant program outline and application.pdf

Section VI

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

If you enter milestones for your activity and those milestones are approved your milestones will supersede the HCD default milestones. Please note that if you do not elect to identify activity specific milestones in your application, HCD will default to the milestones in the CDBG-CV2 NOFA.

Default HCD Milestones are:

Milestone #1: Activity Start Up (Mandatory Milestone)
Milestone #2: 20% Expenditure Completion Date: June 1, 2021
Milestone #3: 50% Expenditure Completion Date: December 1, 2021
Milestone #4: 80% Expenditure Completion Date: May 1, 2022
Milestone #5: 100% Expenditure Completion Date: August 1, 2022 (Mandatory Milestone)

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Milestone #1 - Activity Start

04/01/2021

Milestone #1 Completion Date

04/15/2021

Do you want to add additional optional milestones?

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory.

Yes

Milestone #2 (optional)

1/3 expenditure complete

Milestone #2 Completion Date (optional)

03/18/2021

Milestone #3 (optional)

2/3 expenditure complete

Milestone #3 Completion Date (optional)

04/15/2021

Milestone #4 (optional)

Expenditure complete

Milestone #4 Completion Date (optional)

05/13/2021

Milestone #5 (optional)

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Milestone #5 Completion Date (optional)

Milestone #6 (optional)

Milestone #6 Completion Date (optional)

Milestone #7 (optional)

Milestone #7 Completion Date (optional)

Milestone #8 (optional)

Milestone #8 Completion Date (optional)

Milestone #9 (optional)

Milestone #9 Completion Date (optional)

Milestone #10 - Confirmation of Closeout

09/01/2021

Milestone #10 - Confirmation of Closeout Completion Date

09/30/2021

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Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners

Non-Profit Service Providers

Provide a narrative listing your partners and collaborators:

Economic Development Corporation of Mariposa

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Proof of capacity is required for Economic Development activities. Capacity can be demonstrated at the local level or through partnership with a for-profit agency or consultant, non-profit, Community Development Finance Institution (CDFI), Educational Institution, Small Business Development Center (SBDC), or other entity with specific CDBG Economic Development experience.

Use the Narrative text box to list your qualified staff, partners, or consultants, and identify whether or not you have an executed agreement with each partner or consultant.

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- Upload your contract or subrecipient agreement, partnership agreement or staff resume to demonstrate the capacity identified in your narrative.

Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 (https://www.law.cornell.edu/cfr/text/24/570.503) Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 (https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7)

Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

Please select your proof of capacity for your Economic Development activity

Agency Staff

Economic Development Proof of Capacity Narrative

The economic development specialist has more than 30 years experience working in economic development and more than 10 years experience managing CDBG programs. The economic development specialist recently administered a program similar to this business relief activity and utilized the assistance of the Economic Development Corporation of Mariposa County, which was established in 1994 and has assisted with several similar programs.

Proof of Capacity

Proof of Capacity

Proof of Capacity

Threshold Criteria

Site Control

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Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services:

See 24 CFR §578.25 https://www.law.cornell.edu/cfr/text/24/578.25 for HUD's site control requirements.

N/A

Upload Site Control Supporting Documentation

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarrment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use https://www.sam.gov/SAM/ (https://www.sam.gov/SAM/) to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarrment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in SAM.Gov (https://www.sam.gov). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check

Upload additional Debarment Check Documentation

Upload an executed Statement of Assurances and Compliance. The template is found in the Files tab (https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *

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- Use the updated Citizen Participation Requirements document at https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf (https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf) to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organzation complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 https://www.law.cornell.edu/cfr/text/24/570.486 (https://www.law.cornell.edu/cfr/text/24/570.486) the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

These requirements can be located at 24 CFR §570.486

https://www.law.cornell.edu/cfr/text/24/570.486 .

Yes

Upload Citizen Participation Proof of Public Notice

Upload Public meeting/hearing presentation/handout materials

Upload Public Comment and Responses

Upload Public meeting/hearing presentation/handout materials

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

Download the FI$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI$CAL TIN FORM (https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx)

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Upload CA TIN Verification Form

Upload the results of your SAM.gov entity check including all consultants, subrecipients and subcontractors currently under contract or with an executed agreement.

Monitoring and Compliance

Are all single audit findings cleared or in remediation?

Yes - All findings have been addressed/we have no findings

Are all HCD CDBG program monitoring findings cleared or in remediation?

Yes

Are you in compliance with all exisiting HCD award agreements?

Yes

Environmental

Use the Environment Review forms located on HUD's website at https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview (https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview) to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at https://www.hudexchange.info/programs/environmental-review/ (https://www.hudexchange.info/programs/environmental-review/). To determine the correct level of review go to HUD's environmental review overview page https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview (https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview). Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

Upload Activity NEPA Compliance

Upload General Administration NEPA Compliance

Upload additional proof of NEPA Compliance

Section VII

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part if your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Do you have program income not already included and committed in a CDBG activity?

No

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

Budget Narrative:

Mariposa County will be applying for CARES Act funding that was Set Aside by CDBG for Mariposa County. The allocations will be used to fund a business relief grant program.

Upload Cost Allocation Plan (if applicable)

Upload Duplication of Benefit Tracker Form (in Excel)

Please upload the completed Duplication of Benefit Tracker Form identified in the Files tab of the solicitation.

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: HUD DOB (https://www.hudexchange.info/trainings/courses/duplication-of-benefits-webinar-2019/2970/.)

See a Duplication of Benefits Policy sample in the Files tab of the Solicitation (https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx)

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.

Upload your duplication of benefits tracking policy

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

Have you completed and submitted your eCivis Grants Network budget worksheet?

Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:

$499,358.00

By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:

If any false statements of completeness or accuracy are later found in this application, it may result in application denial or disqualification.

Original Submission Date (for re-submissions)

Exhibit E - Budget

Attachment: Racial Equity Analysis for attachment to CDBG application - received during meeting (RES-2021-107 : Community Development

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-108

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64 for FY20

RECOMMENDATION AND JUSTIFICATION:
Retroactively Approve an Amendment with Tangent for Microsoft 365 Licenses in an Amount Not to Exceed $4,458.64 for the Fiscal Year Ending June 30, 2020; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The attached amendment to an earlier agreement for $9,180 should have been executed when the services were rendered. Unfortunately in the speed of the transition to a cloud-based system as a result of the COVID-19 pandemic, we have only just realized that the attached contract amendment was needed. Given the fact that the relationship with Tangent and Microsoft365 has grown beyond the CAO purchasing limit of $50,000 in the intervening time and the fact that the attached agreement amendment is over 9 months past due, County Counsel requested that this amendment be approved by the Board as well.

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. Going forward, these contracts will be negotiated and approved prior to the services being rendered.

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 be unable to pay for services rendered in June of 2020.

FINANCIAL IMPACT:

The budget for this contract amendment can be covered by the FY21 budget.

ATTACHMENTS:
Origianal CAO SIgned Agreement - MS365 Tangent Contract $9,180 (PDF)
MS365 Tangent Amend 4458.64 (PDF)

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

12-30-19
CC: Auditor 1-23-20

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

To: ***Tracy Gauthier, Deputy Clerk of the Board II*** **Dept.:** Clerk of the Board **Date:** 12/30/19

From: ANTHONY RIOS **Dept.:** ADMIN **Contact No.:**

Agreement with: ~~TBD~~ TANGENT **Term:** 1/1/2020 - 12/31/2020
(Beginning to end - Must be 1 year or less)

For: OFFICE 365 : EMAIL
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ **No** ☒

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

** Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO (One will be kept by the Clerk of the Board's office)*

** Check the type of agreement being submitted below and enter the dollar amount*

** Route to the Clerk of the Board's Office* (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
*Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) (May not purchase or lease real property or storage space **without the Purchasing Agent's approval.**)*

☒ $9,180 **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

Office 365

Statement of Work

8/28/2019

Prepared for Mariposa County

Microsoft Partner: Tangent

Microsoft Partner ID: 1023948



Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

Hello!

Tangent Cloud Solutions welcomes the opportunity to provide cloud migration services to Mariposa County. During this process a deployment lead will be assigned to ensure this project is completed; all scheduling will be subject to availability. Please don't hesitate to reach out if there are any questions or snags.

We look forward to serving you.

Warm regards,

Tangent Office365 Team

Tom Holmes

Tom Holmes

Director, Cloud Solutions

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

Deployment Plan Summary

Term 01/01/2020-12/31/2020

This document outlines the proposed migration services for Mariposa County.

Project 1 – Hybrid Coexistence Mailbox Migration with SSO

1. Office 365 Tenant Provisioning

During this phase, Tangent will prep the destination GCC tenant, verify licensing needs are met, and validate vanity customer domain(s). Remediation steps will be taken as needed.

2. Azure AD Connect Installation

During this phase, Tangent will check the on-premises AD with IDFix and remediate any errors found. The latest Azure AD Connect will be deployed to the Azure DC in order to synchronize mail-enabled onpremises user objects and groups to the destination tenant.

3. G Suite to AD UPN Matching

During this phase, Tangent will identify mismatches between G Suite usernames and AD usernames. The result will be provided to customer for updating the respective directories.

4. Configure Azure AD single sign-on

During this phase, Tangent will add G Suite from the gallery of managed SaaS apps into Azure AD and configure single sign-on securing authentication to the G Suite application using the SAML (Security Assertion Markup Language) protocol.

5. Configure and Activate G Suite Single Sign-On

During this phase, Tangent will set up SSO in G Suite configuring the sign-in page URL, sign-out page URL, the change password URL and uploading the verification certificate for Google. SSO will be activated and all G Suite logins will be authenticated by Office 365 with AD usernames and passwords.

6. On-premise Environment Preparation

During this phase, Tangent will verify pre-reqs on-premises Exchange server(s) are met and guide the customer remediation steps. This includes updating and installing Exchange service packs/rollups/cumulative updates, Autodiscover, and Outlook Anywhere configuration.

- Customer is responsible for installing serice packs, rollups, and cumulative updates.

7. Exchange 2016 Installation

During this phase, an Exchange 2016 hybrid transport server will be installed as a management console and to establish hybrid coexistence with Exchange Online. This includes installing and updating

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

Exchange service packs/rollups/cumulative updates, Autodiscover, UCC/wildcard certificates, and Outlook Anywhere configuration.

- We will be utilizing the free Exchange key provided by http://aka.ms/hybridkey

8. Exchange Hybrid Coexistence Installation

During this phase, Tangent will configure hybrid coexistence allowing Exchange Online to serve as an extension of the on-premises Exchange environment.

9. DNS Preparation

During this phase, Tangent will work with the customer on configuring internal and external DNS host and autodiscover records.

10. Office 365 License Allocation

During this phase, Tangent will assist with allocating licenses to in-scope users and users can begin accessing non-email cloud services. Note that mailboxes will not have been migrated until a later phase.

11. Mailbox Move Migration

During this phase, Tangent will migrate a test mailbox will to Exchange Online using Mailbox Replication Services (MRS) and verify mail flow. This will be followed by a small pilot group of mailboxes (2-5). Outlook clients should automatically reconfigure themselves to connect to Exchange Online. Once the process has been completed successfully, remaining mailboxes will be moved to Exchange Online.

- Approximate Mailboxes to Move: 300

12. PST Migration Guidance

During this phase, Tangent will walk through the process of uploading 1-2 user PSTs and importing them to Office 365 mailboxes as in-place archives.

13. DNS Cutover (Optional)

During this phase, Tangent will work with the customer on switching over the public MX and Autodiscover CNAME records to Office 365. Tangent will verify world-wide propagation.

14. Admin Knowledge Transfer

During this phase, Tangent will work with the customer to provide knowledge transfer--walking through the Office 365 and Exchange admin consoles providing best practices, tips & tricks, and Q&A to the customer's admin staff.

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Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

Project 2 – Decomission Exchange Environment

1. Exchange Preparation

During this phase, Tangent will identify the Exchange servers marked for decomissioning and verify DNS, and connectors are pointing only to the surviving Exchange servers.

- Estimated Servers for Decomissioning: 1
- Estimated Surviving Servers: 1

2. Internal Autodiscover URI

During this phase, Tangent will update the internal autodiscover SCPs to point to the surviving Exchange servers.

3. Connector Removal

During this phase, Tangent will remove connectors from the decomissioned Exchange servers.

4. Move or Remove Public Folders

During this phase, Tangent will move or remove public folders, databases, and replicas from the decomissioned Exchange servers.

5. Disconnect DG Expansion Servers

During this phase, Tangent will identify and modify Distribution Groups that are explicitly set to use a decomissioned server as its expansion server and remove that dependency.

6. Offline Address Book

During this phase, Tangent will identify and move the Offline Address Book to a surviving server.

7. Disable Existing System Mailboxes

During this phase, Tangent will disable or move existing system mailboxes.

8. Uninstall Exchange

During this phase, Tangent will uninstall Exchange from decomissioned Exchange servers and ensure the decomissioned objects are removed from the domain.

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Project Team

The following staff have been identified to take key roles in Mariposa County Office 365 deployment:

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

Role	Name	Email	Phone
Deployment Lead	Chris Lee	chrisl@Tangent.com	800-342-9388 x1159
Project Sponsor	Anthony Rios	arios@mariposacounty.org	
Technical Lead	Anthony Rios	arios@mariposacounty.org	

Core project roles and responsibilities are described below:

- Deployment Lead – Technical deployment lead for the deployment project.
- Project Sponsor – Primary contact for Tangent that facilitates communication with any client-side teams within the organization.
- Technical Lead – Technical lead on the customer side for the deployment project.

Assumptions

Tangent will engage in work under the following assumptions. If the listed assumptions are incorrect, please notify your Deployment Lead immediately. If assumptions are not met, work may be paused until assumptions can be remediated or a Project Change Request is submitted to your Deployment Lead.

- (AD Environments Only) Domain environment is a fully qualified domain name (not a single label domain).
- (AD Environments Only) All domain controllers within the organization are Server 2003+.
- (AD Environments Only) Replication between all DCs is healthy and GPOs are applying as expected to client computers.
- Customers must own their public domain and be able to make changes to their DNS zone file.
- Customer has available 1-2 static public IP(s) they can allocate to the project.
- Customer's on-premises Exchange can be updated to the latest service pack, rollup, and/or cumulative update.
- TANGENT will not develop applications or custom Powershell development as a part of this Statement of Work.
- TANGENT is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data.
- All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

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Responsibilities

Tangent will work closely with the customer to complete the project and ensure status updates are communicated regularly. If there are any questions, please do not hesitate to reach out to your Tangent representative.

Customer Responsibilities:

- Assign an individual or team to serve as the Tangent primary contact(s).
- Conduct operating system and browser upgrades to meet minimum requirements. https://products.office.com/en-US/office-system-requirements/#Office365forBEG
- Conduct client Office software upgrades to meet minimum requirements.
    - Upgrading Office 2007 to newer versions. o Installing latest Office service packs and updates.
    - Potentially resolving corrupted desktop environments that prevent Outlook from connecting with Office 365.
- Provide access to AD (if applicable), mail server, and DNS as needed.
- Arrange inclusion of other departments if needed.
- Provide required hardware and repair services.
- Provide required networking infrastructure.
- Assess the migration to ensure there are no end-user issues pending resolution.
- Provide on-time responses to requests for information.

Service Level Commitments:

Response time

- Within three hours for Support issues.
- During normal business hours (6:30am to 3:30pm PST, weekdays), the first step is to notify Tangent that an issue has occurred. This can be done via email to O365Admins@tangent.com or via phone at 1-800-399-8324. Outside of business hours, the same contact methods apply, but may not be answered until the next business day.
- Level 1 support personnel will attempt to resolve the issue prior to either escalation to tier 3 Microsoft support, if necessary, or, if at the advisory of a Level 1 technician, proceed with escalation directly to the Level 2 Engineering/Development tier for additional analysis.
- With assistance from Microsoft certified tier 3 Engineering/Development support, Level 1 and 2 engineers will work with the Support Requester to resolve the issue and file the necessary paperwork for long term enhancement to software, if applicable.
- Tangent will notify the client and verify resolution of the problem upon conclusion.

Tangent Post-Deployment Support

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

- Tangent will work to provide a satisfactory resolution to post-deployment reported incidents. While guidance is offered, incidents related to setup of new services is not covered under this support contract and will require a scoping and New Project Services Request (NPSR).
- Feature requests will be forwarded to Tangent's Research and Development team.
- Online chat support available at www.Tangent.com during regular business hours (6:30am to 3:30pm PST, weekdays).
- Email support available at O365Admins@tangent.com. Response time for email tickets are within three hours.
- 24-hour phone support option available for Enterprise clients.
- An active Support and Service subscription must be maintained to be eligible for any Tangent Support assistance.
- Expired service contracts renewed after a lapse in service will renew from original date of expiration, not date of renewal.

Support In Scope

- Providing break-fix for issues relating to core Office 365 services:
  - Office Online ○ Office 365 Pro Plus ○ Exchange Online ○ OneDrive for Business ○ SharePoint Online ○ Office 365 Groups ○ Microsoft Teams
  - Skype for Business Online ○ Azure AD Integration ○ Hybrid Co-Existence ○ Other Office 365 services not listed in "Support Out of Scope" provided as "best effort"
- Escalating issues to tier 3 Microsoft support.
- Providing product demonstrations.
  - Note: Please allow for 1 week to scope and plan the appropriate product demo.
- Administrator knowledge transfer on focused topics. • Best practices knowledge transfer on focused topics.

Support Out of Scope

- Assessing on-premises infrastructure, cloud infrastructure, or policies.
- Planning, deploying, or testing for projects.
- Onboarding or rolling out services.
- Designing new tenant policies or directly modifying tenant settings.
- Managing tenant alerts, security, and settings.
- Developing applications or customizing applications/automations (including SharePoint workflows and PowerShell scripting).
- Providing or delivering end user training.
- Providing hardware or hardware repair services.
- Reimaging workstations/servers or delivering applications.
- Resolving issues concerning the following services:

○ Microsoft Flow ○ PowerApps ○ Dynamics CE ○ Dynamics F&O

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- On-premises services (Active Directory, DNS, Exchange, Skype for Business, etc), unless the on-premises service affects a cloud-service.

Example Support Scenarios

- Troubleshooting mailbox migration errors
- Troubleshooting Outlook client and Outlook for Web connectivity
- Troubleshooting mobile mail access issues
- Troubleshooting shared mailbox and calendar permissions
- Troubleshooting mail flow issues
- Troubleshooting spam protection issues
- Troubleshooting message headers
- Troubleshooting Office 365 licensing issues
- Troubleshooting OneDrive sync issues
- Troubleshooting Office 365 outage issues
- Troubleshooting Azure AD Connect (AD sync, password sync, password writeback) issues
- Troubleshooting hybrid Exchange mail enablement
- Escalating security loopholes to Microsoft
- Providing Power BI demos
- Providing Azure Information Protection demos.
- Providing Data Loss Prevention demos
- Guidance for on-boarding/off-boarding users to Office 365
- Guidance on multi-factor authentication features
- Guidance on retention policy scenarios
- Guidance on options to configure SMTP relay for clients and applications
- Guidance on Password Self-Service Reset scenarios
- Guidance on Data Loss Prevention (DLP) scenarios

If there is ever a question about scope, please do not hesitate to reach out to us at O365Admins@Tangent.com.

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Customer Signature				
Organization Name				
Mariposa County				
Signatory Name	Signatory Position	Signatory E-Mail	Signature	Date
Dallin Kimble	CAO			1/28/2020

Partner Signature				
Organization Name	Local MPN ID			
Tangent	1023948			
Signatory Name	Signatory Position	Signatory E-Mail	Signature	Date
Tom Hamm	DIRECTOR			12/19

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

tangent

Quote# Q468405

12/11/2019

Tangent Cloud Solutions

Quoted For:	Sales Rep:
Mariposa County P.O. Box 1268 5100 Bullion St., 1st Flr Mariposa, CA 95338 **Contact:** Rios, Anthony	Michael Waltner **Quote Total:** $9,180.00 (Quantity: 1) **Sales tax not included**

Qty	Part Code	Description
1	TCS-365	Tangent Cloud Solutions
1	O365-DEPLOY	Deployment, Design & Implementation Plan
10	O365E1	Office 365 Enterprise E1 - 1U/month
1	O365-GOLD	Post Deployment Support Gold Level

Build Notes:

Implementation: $7,600
Support $1,500
10xG1 Licenses 10*$8per user per month: $80

Ref Code: 20191211866

Subtotal (Each):	$9,180.00
No. of Systems:	x 1
Grand Total:	**$9,180.00**

Sales tax not included

© 2019 Tangent, Inc. Prices and specifications subject to change without notice. Tangent / Tangent logo are trademarks of Tangent, Inc.
tel: 1-800-342-9388 fax: 1-650-342-9380

12/12/2019.

Attachment: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

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: Origianal CAO Signed Agreement - MS365 Tangent Contract $9,180 (RES-2021-108 : Retroactively Amend Microsoft 365 License

tangent

Terms and Conditions

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

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

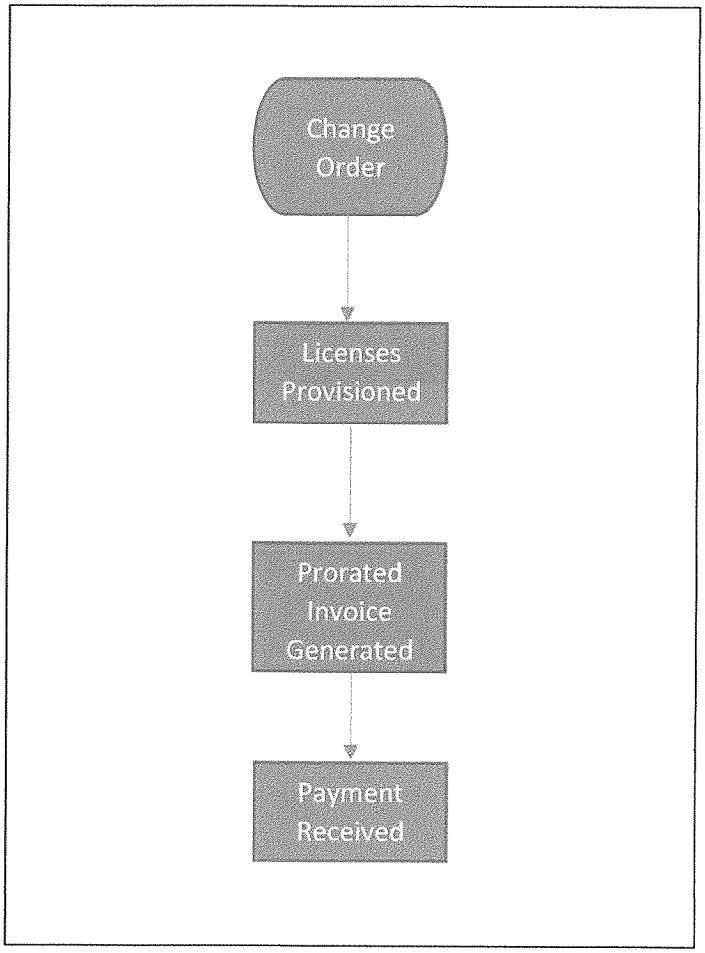
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You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

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

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

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

Change Order Process Overview.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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would be responsible for Tangent resources under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Terms and Conditions

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

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

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

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Terms and Conditions

Customer Signature			
Organization Name			
Signatory Name			
Signatory Position			
Signatory Phone			
Signatory E-Mail			
Signature		Date	

Tangent Signature			
Signatory Name	Michael Waltner		
Signature	M Waltner	Date	04-01-2020

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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.

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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."

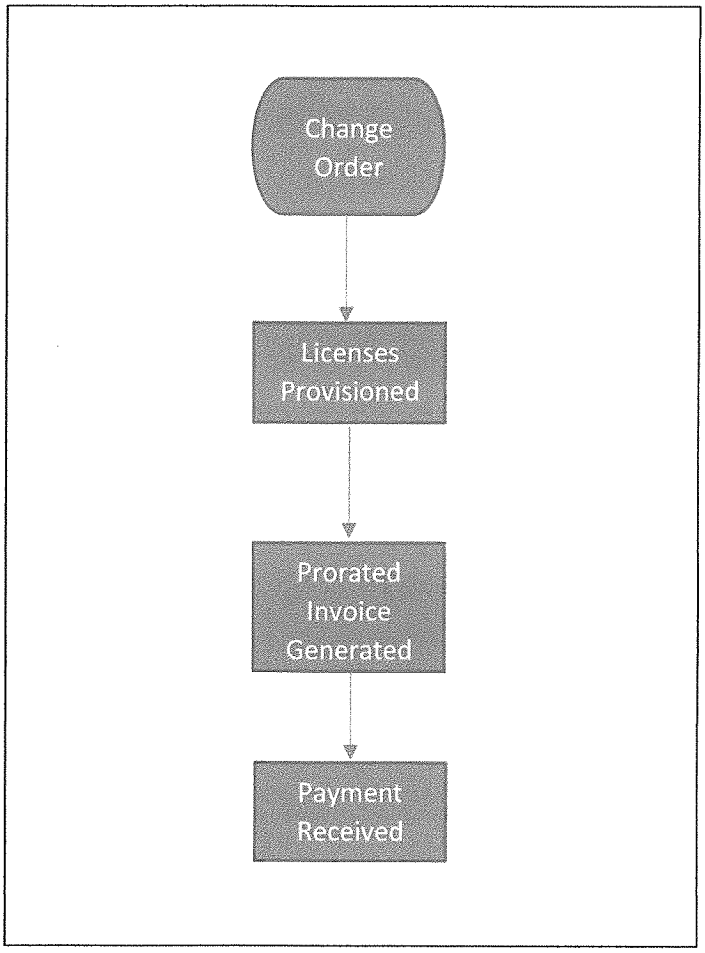
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You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



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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

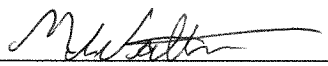
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DocuSign Envelope ID: BD5B4299-0F2D-4A0D-859D-34D3D3754B65

Terms and Conditions

Customer Signature			
Organization Name			
Signatory Name			
Signatory Position			
Signatory Phone			
Signatory E-Mail			
Signature		Date	

Tangent Signature			
Signatory Name	Michael Waltner		
Signature		Date	04-01-2020

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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: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64

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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."

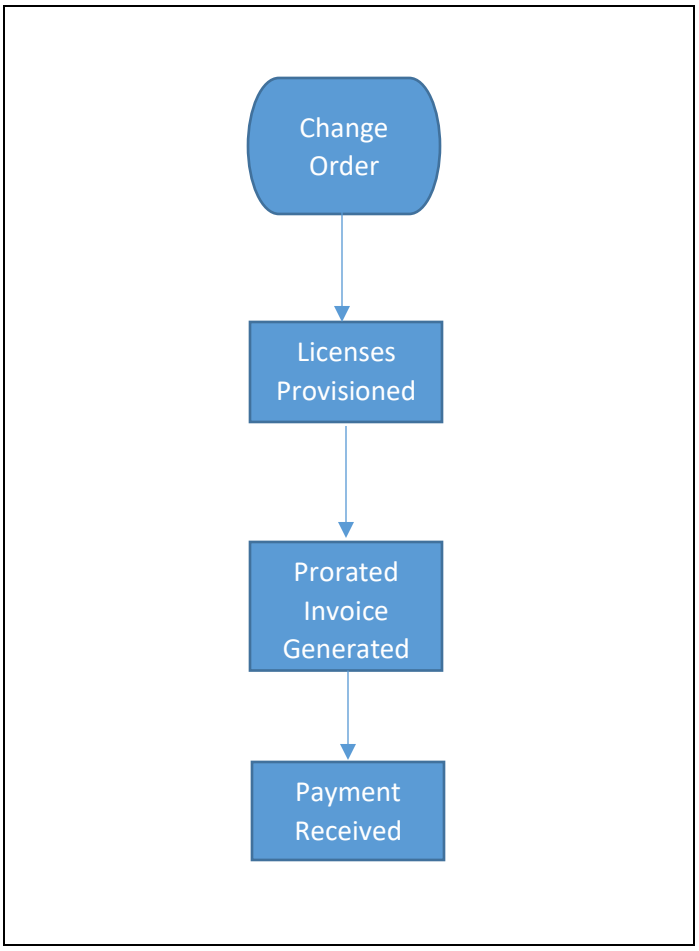
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You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



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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			
Signatory Position			
Signatory Phone			
Signatory E-Mail			
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.

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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.

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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.

"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: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64

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: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64

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			
Signatory Position			
Signatory Phone			
Signatory E-Mail			
Signature		Date	

Attachment: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64

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: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64



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
5100 Bullion St., 1st Flr
Mariposa 95338
US

INVOICE # INV-01810-Z7J7V2
DATE 6/3/2020
DUE DATE 6/3/2020
TERMS Due on Receipt
PO #

6/3/2020			
Azure Information Protection Plan 1 for Government Licenses added (1 Month\s 2 Day\s @ $2.00 monthly) 03-Jun-2020 80 qty	80.00000	$2.13	$170.40
Exchange Online (Plan 2) for Government Licenses added (1 Month\s 2 Day\s @ $8.00 monthly) 03-Jun-2020 80 qty	80.00000	$8.52	$681.60
O365 GCC G1 Licenses removed (1 Month\s 1 Day\s @ $8.00 monthly) 03-Jun-2020 -100 qty	-100.00000	$8.26	($826.00)
Office 365 GCC G3 Licenses added (1 Month\s 2 Day\s @ $20.00 monthly) 03-Jun-2020 300 qty	250.00000	$21.29	$5,322.50
Office 365 Support - Removed (236 Day\s @ $1500.00 annually) 03-Jun-2020 -1 qty	1.00000	($969.86)	($969.86)
Office 365 Government E3 Licenses added (6 Day\s @ $20.00 monthly) 03-Jun-2020 20 qty	20.00000	$4.00	$80.00

SUBTOTAL	$4,458.64
TOTAL	$4,458.64

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: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64 for FY20)

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

Attachment: MS365 Tangent Amend 4458.64 (RES-2021-108 : Retroactively Amend Microsoft 365 License Agreement with Tangent for $4,458.64 for FY20)

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.

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-109

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside Terrace

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RECOMMENDATION AND JUSTIFICATION:

PUBLIC HEARING: Adopt a Resolution 1) Finding that the Project is Exempt from Environmental Review, 2) Approving General Plan/Zoning Amendment/Area Plan Amendment No. 2020-167; 3) Approving Amended Conditions for Design Review No. 2019-035; and 4) Finding that the Final Design Review Details and Site Plan Are in Conformance with the Approval of Design Review No. 2019-035; Self-Help Enterprises, Applicant. Project Proposes to Amend the Designation of an Approximately 0.50 Acre Portion of APN 012-140-023 (Legal with APN 012-140-022) from Single-Family Residential - 9000 Sq. Ft. to Multi-Family Residential. Area is Proposed to be Developed with a Stormwater Drainage Basin and a Basketball Court Associated with the Project. Purpose of the Change in Land Use Designation and Zone is to Allow for Development Appurtenant to a Multi-Family 42 Unit, Affordable Housing Project. Project is located at 5118 and 5125 Fournier Road.

General Plan/Area Plan/Zoning Map Amendment Application (GP/ZA No. 2020-167) proposes to change the designation of an approximately 0.50 acre portion of APN 012-140-023 from Single Family Residential 9,000 Square Feet to Multi-Family Residential in order to develop a stormwater detention basin and basketball half-court for a 42 unit multi-family housing project that was previously approved on APN 012-140-024. The previous approvals were completed in 2019 through GP/ZA No. 2019-036 and Design Review No. 2019-035. A lot line adjustment is currently in process to include this approximately 0.50 acre portion with APN 012-140-024 for the stormwater detention basin and basketball half-court. General Plan/Zoning Amendment No. 2020-167 will ensure that the area being added to the parcel is appropriately zoned with the correct land use designation for the proposed use.

Design Review Application (DRO No. 2019-035) was previously approved but is scheduled for Planning Commission and Board of Supervisors review (as requested by the Planning Commission and Board of Supervisors) for review of final design information. The approved project will include a total of 42 units with 18 one-bedroom units, 13 two-bedroom units, and 11 three-bedroom units, with units ranging in size from 629 sq. ft. to 1,200 sq. ft., a centrally located community building, basketball half-court and a playground. One unit will be designated for the on-site manager. The community building will include a computer lab, large room for on-site

services, and private office space. The applicant has proposed to improve the access from the end of the bridge over Mariposa Creek at Joe Howard Street to the project site entrance.

The project previously received development concessions from existing development standards to reduce the number of required parking spaces and allow the height of the structures to exceed the 35 foot maximum height limit established by County Code. Additionally, the applicant is requesting a development concession to allow fencing to exceed height limits in the front yard setbacks to install a fence up to six feet in height. The project has also requested a development concession to waive the requirement that all power lines on the project site be undergrounded. These requests were previously made and are now being made pursuant to State law in order to be able to develop the project.

Pursuant to these requested concessions, changes to project conditions are being requested. This will entail modifying conditions to allow for the waiver to the undergrounding of utilities requirement and a modification to required timing of the proof of affordability to before Certificate of Occupancy.

A modification to the project proposal is also being requested for the required road improvement width. The initial portion of Antone Road only has a 36 foot wide easement. For this portion of the road, it has been requested that the travel way (travel lanes) be reduced to 22 feet wide. The rest of the road will be improved to a 24 foot wide travel way (travel lanes).

As part of the project, improvements to the MPUD water lines will be required. These improvements will require the installation of water lines along Fournier Road, including under Mariposa Creek. The utility line improvements under Mariposa Creek are proposed to be installed using horizontal directional drilling or bore and jack construction, which will avoid the bed, bank and channel of Mariposa Creek.

The project will provide multi-family housing units targeted to low-, very-low, and extremely-low income households. Eleven of the units will be designated as Permanent Supportive Housing. Individuals for these units will be referred through the Coordinated Entry System and services will be provided on-site by the Mariposa County Health and Human Services Agency.

Primary access to the project is proposed to be from Joe Howard Street to Antone Road to the project site. Water and sewer services are proposed to be obtained from the Mariposa Public Utility District (MPUD).

Lot Line Adjustment No. 2020-166 is being processed separately, but concurrently with these applications to adjust the area proposed to contain the storm water retention basin, signage, and basketball court and will reflect the current configuration shown in the site plan.

Action: The Board will consider adoption of a resolution for action on the applications and environmental determination:

1. Finding the project is exempt from environmental review, and

2. Approving the project applications with the recommended findings and amended conditions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved General Plan/Zoning Amendment No. 2019-036 and Design Review No. 2019-035 in 2019 for the development of a 42 unit multi-family housing project on APN 012-140-024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternative: Amend findings and/or conditions.

Negative action: Deny project (basis for denial recommended would have to be established, considering required findings). A negative action on the General Plan/Area Plan/Zoning Amendment will result in Self-Help Enterprises not being able to apply for the necessary funding to complete the action.

FINANCIAL IMPACT:
None. All costs for project paid by applicant.

ATTACHMENTS:
Staff Report (PDF)
Vicinity Map (JPG)
General Plan/Zoning Amendment Site Plan (PDF)
Site Plan and Design Details (PDF)
Draft Board Resolution (PDF)
Draft Notice of Exemption (PDF)
Guide to California Density Bonus Law (PDF)
PUBLIC INPUT - Webform submission from Katherine Ogilvie (PDF)
PUBLIC INPUT - Email from Will Fassett (PDF)
Planning PowerPoint Presentation (PDF)
Amended Exhibits A and B received from Planning during meeting (PDF)

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

See attached Staff Report

MARIPOSA PLANNING STAFF REPORT

From: Sarah Williams, Planning Director

Prepared By: Alvaro Arias, Deputy Director

Board of Supervisors Hearing Date: March 2, 2021

SUPERVISORIAL DISTRICT: **District 4**

PROJECT: **General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-167 and Amended Conditions for Design Review Application No. 2019-035**

APPLICANT: **Self-Help Enterprises**

NOTICING:
Gazette Ad: February 11, 2021
Mailed Notice: February 10, 2021
Posted Notice: February 10, 2021

BOARD ACTION: The Planning Commission recommends that the Board of Supervisors:

A. Find that the project is exempt from environmental review;
B. Approve General Plan/Zoning Amendment/Area Plan Amendment No. 2020-167, which includes waiving the first reading and introducing an ordinance amending the zoning map;
C. Approve amended conditions for Design Review No. 2019-035; and
D. Find that the final design review details and site plan are in conformance with the approval of Design Review No. 2019-035.

STAFF SUMMARY ANALYSIS & RECOMMENDATION:

Previous Approvals

In 2018/2019, Self-Help Enterprises proposed and were approved for a rezone and change in land use designation (GP/ZA) of a 2.39-acre parcel, APN 012-140-024, from Single-Family Residential-9,000 s.f. (SFR-9K) to Multi-Family Residential (MFR). The purpose was to allow for the development of a multi-family 42-unit, affordable housing project. The project includes a combination of one, two, and three bedrooms units, as well as a community building. The rezone and change in land use became effective in summer of 2019.

Self-Help Enterprises submitted a 9% Low-Income Housing Tax Credit application and was awarded the funding. Based on that funding construction must begin by April 26, 2021. Additional funding sources include, but are not limited to: No Place Like Home (NPLH), Low-Income Housing Tax Credits, HOME, CDBG, Project-Based Section 8 and other HUD vouchers, Continuum of Care funding, National Housing Trust Fund (NHTF) and other State/Federal resources.

The site plan and design information submitted with the GP/ZA application were conceptual and further detailed information was required as part of the conditions of approval. Both the Planning Commission and Board of Supervisors requested that the Design Review application be brought back for review once more detailed information was available.

Attachment: Staff Report (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

This project

General Plan/Zoning/Area Plan Amendment (GP/ZA) No. 2020-167 proposes to amend the designation of an approximately 0.50-acre portion of APN 012-140-023 (legal with APN 012-140-022) from Single-Family Residential – 9000 sq. ft. to Multi-Family Residential. The area is proposed to be developed with a stormwater drainage basin and a basketball court associated with the project. The area is in the process of being added to APN 012-140-024 (the project site) through a lot line adjustment. The amendment is required to be able to allow uses/improvements that are associated with a multi-family housing project.

The applicants have now provided more complete site plans and additional design detail, allowing staff to verify compliance with design review requirements. Part of the action will include finding that the site plan and design details submitted and outlined as follows are in conformance with the previous Board of Supervisors' approval of Design Review No. 2019-035. Amended conditions for the Design Review are also proposed.

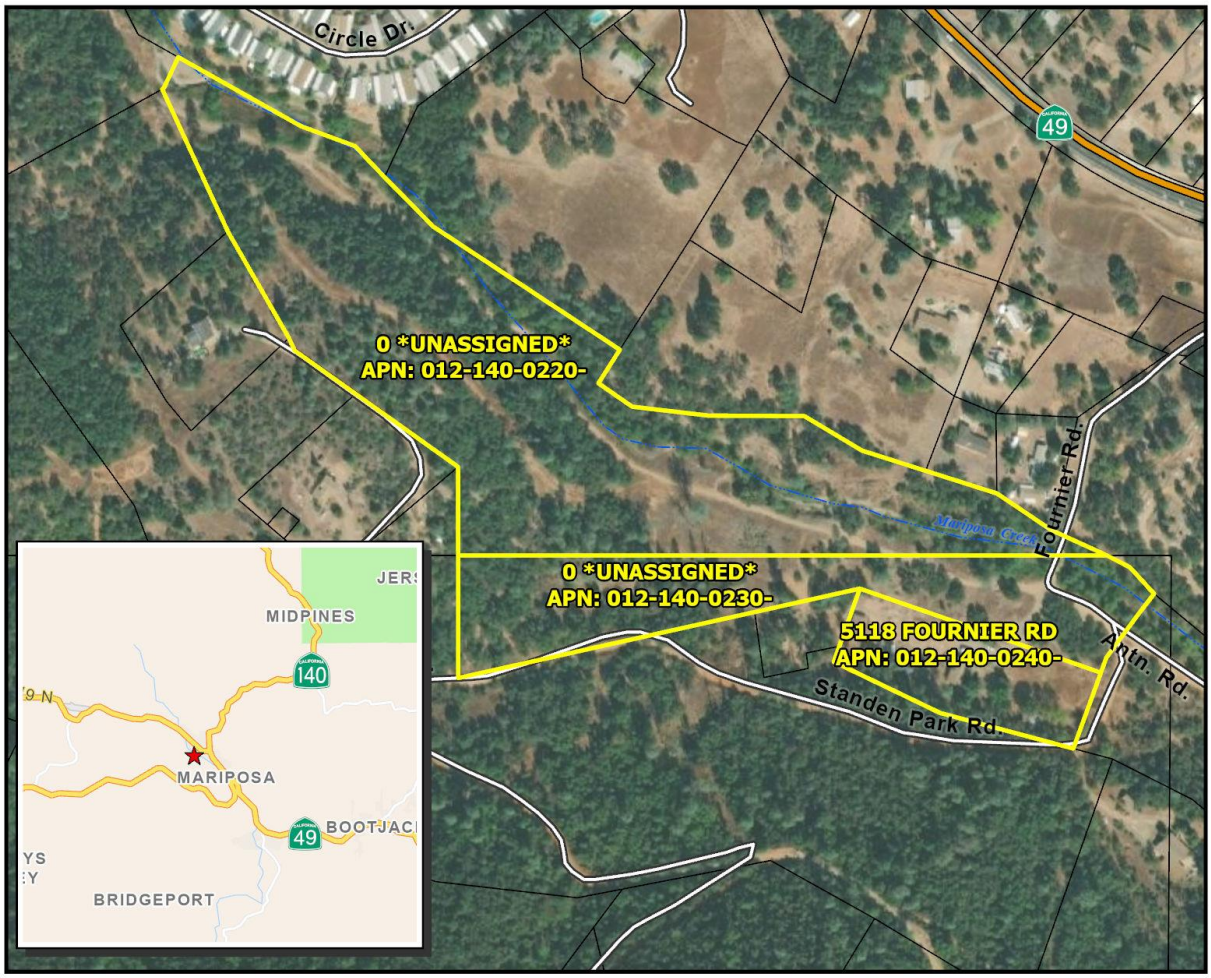
Planning Commission Review

At their meeting of February 12, 2021 the Planning Commission held a public hearing on the project and made a recommendation to the Board of Supervisors that they:

1. find that the project is exempt from environmental review,
2. approve the General Plan/Zoning Amendment/Area Plan Amendment,
3. approve amended conditions, and
4. find that the final design review details and site plan are in conformance with the approval of Design Review No. 2019-035.

Attachment: Staff Report (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

Mariposa County Planning Department
Project Vicinity Map



0 400 800 Feet
1:4,132

Assessor's Parcel Map
Sites

PROJECT TYPE: GPZA 2020-167

APPLICANT: Self-Help Enterprises

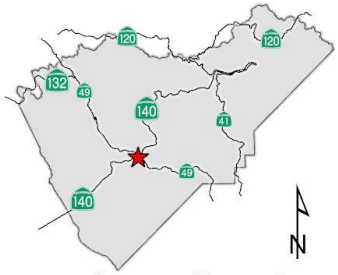
APN: 012-140-0240 ; 012-140-0220; 012-140-0230

SITE ADDRESS: 5118-5121 Fournier Road, Mariposa, CA, 95338; Unassigned

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Friday, November 20, 2020
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 7/2020

Map Credit: J.W.

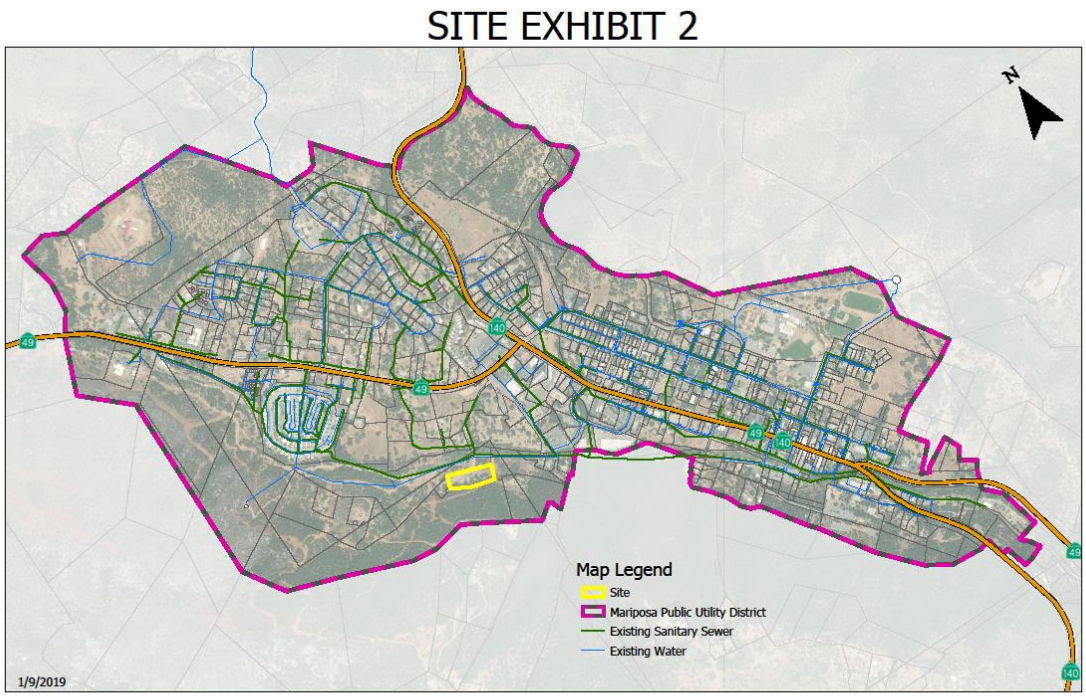
Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning



Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

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Area of General Plan/Area Plan/Zoning Amendment (shown in orange)

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Project Description General Plan/Zoning Amendment No. 2020-167 and Amended Conditions for Design Review No. 2019-035

A. Description of Project (see Site Plan, Page 3)

General Plan/Area Plan/Zoning Map Amendment application (GP/ZA No. 2020-167) proposes to change the designation of an approximately 0.50 acre portion of APN 012-140-023 from Single Family Residential 9,000 square feet to Multi-Family Residential in order to develop a stormwater detention basin and basketball half-court for a 42-unit multi-family housing project that was previously approved on APN 012-140-024. The previous approvals were completed in 2019 through GP/ZA No. 2019-036 and Design Review No. 2019-035. A lot line adjustment is currently in process to include this approximately 0.50-acre portion with APN 012-140-024 for the stormwater detention basin and basketball half-court. General Plan/Zoning Amendment No. 2020-167 will ensure that the area being added to the parcel is appropriately zoned with the correct land use designation for the proposed use.

Design Review No. 2019-035 was previously approved but is being scheduled for Planning Commission and Board of Supervisors review as requested (by the Planning Commission and Board of Supervisors) for review of final design information. The project will include a total of 42 units with 18 one-bedroom units, 13 two-bedroom units, and 11 three-bedroom units, with units ranging in size from 629 sq. ft. to 1,200 sq. ft, a centrally located community building, basketball half-court and a playground. One unit will be designated for the on-site manager. The on-site community building will include a computer lab, large room for on-site services, and private office space. The applicant has proposed to improve the access from the end of the bridge over Mariposa Creek at Joe Howard Street to the project site entrance.

The project previously received development concessions from existing development standards to reduce the number of required parking spaces and allow the height of the structures to exceed the 35-foot maximum height limit established by County Code. The applicant is now requesting additional development concessions to allow fencing to exceed height limits in the front yard setbacks to install a fence up to six feet in height and to waive the requirement that all power lines on the project site be undergrounded. These requests were previously made and are now being made pursuant to State law in order to be able to develop the project.

Pursuant to these requested concessions, changes to project conditions (Amended Conditions for Design Review No. 2019-035) are being requested. This will entail modifying conditions to allow for the waiver to the undergrounding of utilities requirement and a modification to required timing of the proof of affordability to before Certificate of Occupancy.

A modification to the project proposal is also being requested for the required road improvement width. The initial portion of Antone Road only has a 36-foot wide easement. For this portion of the road, it has been requested that the travel way (travel lanes) be reduced to 22 feet wide. The rest of the road will be improved to a 24-foot wide travel way (travel lanes).

As part of the project, improvements to the MPUD water lines will be required. These improvements will require the installation of water lines along Fournier Road, including under Mariposa Creek. The utility line improvements under Mariposa Creek are proposed to be installed using horizontal directional drilling or bore and jack construction, which will avoid the bed, bank and channel of Mariposa Creek.

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The project will provide multi-family housing units targeted to low-, very-low, and extremely-low income households. Eleven of the units will be designated as Permanent Supportive Housing. Individuals for these units will be referred through the Coordinated Entry System and services will be provided on-site by Mariposa County Health and Human Services Agency.

Primary access to the project is proposed to be from Joe Howard Street to Antone Road to the project site. Water and sewer services are proposed to be obtained from the Mariposa Public Utility District (MPUD).

Lot Line Adjustment No. 2020-168 is being processed separately, but concurrently, to adjust the area proposed to contain the storm water retention basin, signage, and basketball court and will reflect the current configuration shown in the site plan.

B. Project Background Data

Existing Zoning: APN 012-140-024 - Multi-Family Residential Zone and Design Review Overlay Zone
APN 012-140-023 – Single-Family Residential 9000 sq. ft. Zone

General Plan: APN 012-140-024 - Mariposa Town Planning Area – Multi-Family Residential Land Use
APN 012-140-023 – Mariposa Town Planning Area – Single-Family Residential Land Use

Parcel History: APN 012-140-024 Deed-Volume 31, Page 537, MCOR.
APN 012-140-023 together with 012-140-022-Parcel 2 Parcel Map Book 2 Page 50, MCR.

Adjacent Land Uses:

North:	Vacant and Mariposa Creek-SFR-9K
South:	Vacant-SFR-9K
West:	Vacant-SFR-9K
East:	Single Family Residence-SFR-9K

Site Topography And Vegetation: The site contains generally gentle slopes until the south property line where it gets steeper. The site is developed with a house, a pole barn and horse corral. There is an uninhabited trailer on the site. The area proposed for a change in designation is currently vacant.

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Project Analysis for General Plan/Zoning Amendment No. 2020-167 and Amended Conditions for Design Review No. 2019-035

A. Agency Comments

Requests for comments were sent to the following agencies: Mariposa County Public Works, Mariposa County Health Department, Mariposa County Fire Department, Mariposa County Assessor, California Department of Fish and Wildlife, the American Indian Council of Mariposa County, Mariposa County Resource Conservation District, Mariposa County Unified School District, CAL FIRE, Pacific Gas & Electric, Sierra Telephone, and the Mariposa Public Utility District.

Responses were received from the following agencies: Mariposa County Public Works, Sierra Telephone, Health Department, and the Mariposa Public Utility District. These include comments from the original project that was reviewed in 2019.

Public Works: Public Works provided information on the access leading to the project site. The comments also provided information on traffic levels and the road standards that would be required to accommodate those traffic levels pursuant to the County's Road Improvement and Circulation Policy. Public Works stated that based on the traffic levels, a Town Class III road with parking lane, curb and sidewalk would be required. The other issue raised was maintenance of the road improvements. The roads are not County maintained and Public Works stated that a provision for maintenance of the road shall be required.

See Road Access Improvements and Maintenance under Practical Concerns for further discussion.

Sierra Telephone: Stated that they have no objection to this proposal. Suggested that the developer contact Sierra Telephone early in the construction phase so that they can have time to design and construct the communication facilities that may be needed for the project.

Health Department: Provided several recommended conditions that have been incorporated into the conditions of approval:

1. Project must connect to MPUD for water and sewer.
2. Project must provide adequate solid waste and recycling containers to serve the project.
3. The project must comply with the requirements of the ASBESTOS AIRBORNE TOXIC CONTROL MEASURE FOR CONSTRUCTION, GRADING, QUARRYING, AND SURFACE MINING OPERATIONS (https://www.arb.ca.gov/toxics/atcm/asb2atcm.htm) including but not limited to the submittal of a dust mitigation plan.
4. The project could be subject to regulation by Health for other aspects that may be discovered during the building permit phase of the project. Examples are APCD permits for backup generators, greywater permits, and public pool permits.

MPUD: Provided comments regarding what will be required before service is established for water and sewer. Also stated that Fire Protection requirements such as fire hydrants and fire flow must meet requirements. The applicants have been working with MPUD to meet their requirements and will be required to connect and meet all applicable requirements.

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B. Practical Concerns

Planning evaluated the project for the following issues:

Current Zoning Feasibility: The existing zoning on the project site proposed to be used for the stormwater drainage basin and basketball half-court is SFR-9K, which does not allow the intended multi-family housing project related improvements.

Proposed Zoning Feasibility: The Multi-Family Residential Zone designation for the entire property will allow for the multi-family housing project to be considered included the proposed accessory and appurtenant proposed uses.

Per County Code Section 17.316.010, the Multi-Family Residential zone:

> This zoning classification is designed to provide higher density housing in and around the commercial core of the community. Housing within this classification may include apartments, condominiums, townhouses, zero lot lines homes, mobile home parks or detached single family homes.

General Plan Compatibility: The area proposed for a change in designation is located within the Mariposa Town Plan area and is currently in the SFR-9K land use designation of the Mariposa Town Planning Area Specific Plan. The project proposes to change the land use designation to Multi-Family to allow for the project and to ensure consistency between the proposed zoning and land use designation. The Mariposa Town Planning Area Specific Plan is part of Volume II of the General Plan.

Design Review: The project site is located within the Design Review Overlay Zone, which is an overlay zone that is applied to all properties within the Mariposa Town Planning Area (TPA). This overlay zone regulates the design of new structures and ensures that new structures and overall site design are "…in harmony with the surrounding properties and areas." As such as part of the project, Design Review No. 2019-035 is also being reviewed. The applicant has submitted more detailed site plan and elevations. Several conditions of approval were adopted as part of the Design Review to ensure compliance with the Design Review requirements. The Planning Commission and Board of Supervisors requested that the final site plan and design details be brought back for review.

Required Development Standards:

1. ***Setbacks:*** Residential uses are required to be a minimum of 50 feet from the centerline of a local street and a minimum of 20 feet from the nearest point on a front property line. The side yard setbacks shall be a minimum of 5 feet from side property lines. For properties with multiple front yards, as is the case with this property the rear yard setbacks shall be a minimum of 5 feet from the rear property line. The proposed site plan shows that all the proposed structures including trash enclosures meet the required setbacks. Several of the buildings have architectural projections that project into the required setback as permitted by County Code (up to 3 feet into the setback).

Fence Setbacks: Allowed in the front yard setback if they are 3 feet or less in height and they are allowed in the rear yard setback if they are 6 feet or less in height. The project site is unique in that it contains three (3) front yard setbacks. As such, the applicant has requested a development concession to the height limit for fences within the front yard setback as allowed by State law. Six-foot decorative metal fences are proposed to be installed around the entire project site for security, except for the portion where the

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basketball court and ponding basin are proposed, where the decorative metal fence is proposed to be 4 feet in height. Further details on development concessions can be found below.

The Planning Commission questioned fencing around the ponding basin, relative to security. Staff responded that the entire site is fenced, but there is no fencing between the residential area and the basin. The applicant said they want to incorporate the basin into the project as open space.

2. ***Building Height:*** Section 17.336.020 limits the height of buildings and structures to two (2) stories or thirty-five (35) feet as measured from the natural grade, whichever constitutes the greatest height. The project previously requested and was granted a development concession to the maximum building height up to a maximum of 45 feet.

   Project: The applicant has designed the buildings, except the community center building, to be three story structures up to 45 feet in height.

   The Planning Commission expressed an interest in modifying the height standards for Mariposa to allow 45 foot heights throughout. Staff responded that this is a community character issue and a fire response issue. Staff acknowledged that higher buildings do result in less footprint and higher density, which may be appropriate for a site with topographic challenges.

3. ***Parking Standards:*** Section 17.336.030 establishes parking standards for new developments depending on the type of use. For residential uses 1.5 spaces are needed for studio or one-bedroom apartments. Two parking spaces per unit are required for two or more bedroom units. Parking spaces for the community building would be calculated at one space for each 350 square feet of gross floor area, except area used exclusively for storage.

   Project: The project applicant requested and was approved for a development concession to reduce the required number of parking spaces. The conditions of approval established the minimum required parking spaces at 45. The proposed site plan shows a total of 52 parking spaces.

   The Planning Commission questioned parking provisions. Staff responded that street parking will not be available. If there are issues with on-site parking, it will be up to the project manager to address the issue. Additionally, it is likely that some of the residents of the project will not have any vehicles.

4. ***Improvement Standards:*** Section 17.336.050 requires road frontage improvements for multi-family projects that generate more than 100 Average Daily Trips (ADT). These improvements include roadways, parking lanes, curbs, gutters, and sidewalks, pedestrian paths, streetlights, and street landscaping. It also has several requirements for water and sewer, including low-flow fixtures etc. Finally, for construction on parcels under 3 acres in size, all power, phone, cable TV and other similar utilities are required to be underground from the nearest overhead line.

   Project: The project is estimated to generate 210 ADT based on the 5 ADT/unit required in the County's Road Improvement and Circulation Policy, therefore meeting the qualification for road frontage improvements as required by County code. The Road Improvement and Circulation Policy defines frontage improvements as:

   "These are improvements made along existing roads within a project parcel or where any property line is shared with a road, such as a County Road."

   No specific frontage improvements are being required for this project, based on the project applicant's proposal for off-site road improvements to improve the portions of road that will be used to access the

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project site. The applicant has proposed to improve Antone Road from the end of the bridge from Joe Howard to the project site access to a paved two-lane road. It is important to note that there is an alternate route to and from the site across Mariposa Creek on Fournier Road, however this crossing is not accessible during periods of heavy rains as the Creek crossing is not an all-weather crossing. This crossing is accessible during wildfire season.

Staff, Planning Commission, and Board of Supervisors encouraged the developer to incorporate sidewalks into the proposed access improvements to provide for pedestrian accessibility. Based on the latest information, the applicants were proposing to install a minimum 4-foot sidewalk on at least one side of Antone Road to improve pedestrian accessibility.

The structure will be required to meet California Building Code which contains provisions for acceptable fixtures and will also have to meet MPUD requirements for connecting to sewer and water.

The applicant has requested a development concession to waive the requirement of undergrounding utilities, which is described in further detail below.

5. ***Design Review Overlay Theme and Guidelines:*** Section 17.336.060 establishes standards that apply to all multi-family residential development. Based on the information and plans submitted by the applicant, as modified, the proposal meets Design Review Overlay Theme and Guidelines. For example:
    - The proposed paint colors for the structure are lighter warm tones with darker trim.
    - Masonry structures are primarily split faced CMU block in earth tones.
    - Landscaping plan shows that 50% of parking spaces will be shaded as required by County Code.
    - Landscaping is proposed around the perimeter of the project site.
    - Mechanical equipment is screened and items such as electrical panels are proposed to be painted to match the surface on which it is mounted.
    - Ground cover is proposed for exposed and graded areas.
    - Fences is proposed to be decorative metal fencing. Chain link fencing around the basketball court is proposed to be vinyl clad in black.
    - Shingle roof will be dimensional with a Weathered Wood color.
    - Lighting is required to meet International Dark Sky standards. The current proposed fixtures are designed to meet these standards. The color temperature of the LED fixtures will need to be reduced in order to meet the 3000 K recommended by the International Dark Sky Association.

    The latest submittal showing the proposed site plan and design is attached to this staff report packet.

    Access and Road Improvements: The project proposes access to the site via Antone Road to Joe Howard Street. The access from the end of the bridge across Mariposa Creek from Joe Howard to the project site is currently a one-lane dirt road. As part of the project proposal to ensure all-weather access, the applicant had initially proposed to improve this road to a paved two lane, 24-foot wide road. Based on the Road Improvement and Circulation Policy, a multi-family housing project is expected to generate 5 trips per unit. For a project that proposes 42 units, this is 210 ADT. The community building, which contains offices is expected to contribute a minimum of 25 ADT. This in addition to existing traffic for existing parcels, places the existing ADT plus project ADT above 250 ADT. Per the Road Improvement and Circulation Policy, this level of traffic requires a Town Class IV road, which is a 24-foot wide paved road (this does not include street parking, curb, or sidewalk). Based on the proposal of the applicant, staff was able to find that the access to the project site would provide adequate access for emergency response and adequate access to handle anticipated traffic levels and would not create a significant impact for purposes of CEQA.

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While working to meet the project's conditions of approval, the applicant identified that there were no easements that served their proposed access path. The applicant has since negotiated with owners within the proposed road and obtained the necessary easements. For one segment of the road, they were successful in negotiating a 36-foot wide easement. As a result of this, to be able to fit a sidewalk as well, the applicant has requested the reduction of the proposed travel way from 24 feet wide to 22 feet wide. Staff (Planning and Public Works) support this reduction for this portion of the road as it allows the opportunity to for a sidewalk to be developed. The reduction of this portion of the road from 24 feet wide to 22 feet wide will serve as a traffic calming measure for traffic approaching the turn over the bridge leading to Joe Howard Street.

A maintenance mechanism for the road will be required as part of the conditions of approval

Utilities: This project is located within the Mariposa Public Utility District (MPUD) and the applicant will connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as electrical and telephone are required to be undergrounded within the project site, however the applicant has requested a development concession to allow for the existing power lines to remain overhead. They will likely need to be relocated to outside of the project site (but above ground).

Waiver or Reduction of Development Standards: County Code and State law provide for density bonuses and other development concessions for low to moderate income housing. For this particular project, no density bonus is necessary or being requested since the proposed number of units, 42, is within the density that would be allowed in the Multi-Family Residential Zone. Based on the proposed project, should they have been needed, the project would qualify for a density bonus, as all units are intended to be for households below the 80% of the county median income. As part of the project proposal, the applicant has requested the reduction of a total of four development standards. Two have already been approved, building height limits and the number of on-site parking spaces. Two are currently being requested; allowance of fences in excess of three feet in height in the front yard setbacks and a waiver to the requirement that power lines be undergrounded. California Government Code Section 65915 regulates this request. Pertinent sections of Section 65915 are copied below, followed by a discussion of the proposed reduced development standards. Attached is a full copy of Government Code Section 65915 along with an analysis of these regulations.

…(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(A) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

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(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

(D) Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase…

…(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law…

…(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. An applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of

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> subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.
>
> (2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).
>
> (f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b)…

The county cannot apply any development standards that would physically preclude the project from being constructed. In order to deny a reduction of the development standard, the county needs to find that the reduced development standard will cause a "…specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact." Creating an inconsistency with the zoning ordinance or general plan land use designation would not meet these requirements pursuant to Section 65589.5 of Government Code.

Reduction of Fence Height Standards: Per the applicant, based on topographic challenges, safety needs, and economic benefits, they are requesting a concession to the height of the fences within what are considered front yard setbacks. The project site has three front yards, within which County Code would limit the fence height to 3 feet (if located within the front yard setback area). The applicant is requesting fences be allowed to be up to six feet in height around the entire project site, except around the ponding basin portion where they are proposing it to be up to four feet in height.

Based on the proposal of a decorative black metal fence, staff has not identified a specific, adverse impact upon health, safety, or the physical environment with this request and recommends that the waiver be granted.

Waiver of Undergrounding Power Lines: County code requires the undergrounding of overhead utility lines for this project. Per the applicant, based on economic benefits and delays associated with this requirement, they are requesting a concession to the requirement that overhead power lines be undergrounded. Relocating the power lines and keeping them overhead provides reduced costs and allows them to do continue moving forward with the project in a more timely manner.

Staff has not identified a specific, adverse impact upon health, safety, or the physical environment with this request and recommends that the waiver be granted.

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Fire Safety: The application will have to meet all State Fire Safe Regulations. Preliminary comments indicated roadways would be looked at closely; additionally, potential standpipes for stairwells, fire sprinklers and alarm monitoring will be considered. Depending on construction type a study to identify any emergency radio communication issues may be required. Due to increased height, wider roads/driveways may be required to allow for access for a ladder truck. The Fire Department will review the building permit plans to ensure that all fire requirements are met.

Public Comments: Comments that have been received are included as part of the staff report packet.

Amended Conditions: Based on the requests for development concessions, reduction of required road-width, and project funding related timelines, four conditions of approval are proposed to be amended. The conditions to be changed and justification are listed below. The conditions with the proposed amendments are shown in the Project Conditions section of the staff report below. Additions are shown in *italics* and deletions are shown in ~~double strikethrough~~.

Condition No. 1 will be amended to more accurately describe the project. The allowance for higher fences in the front yard setbacks, and the reduction of the travel way improvements for the portion of the off-site road where only a 36-foot-wide easement exists will be included.

Condition No. 3 will be amended to include the reduction in the travel way improvement width for the portion of the road where only a 36-foot-wide easement exists.

Condition No. 16 will be amended to allow the overhead power lines to remain based on the granting of the development concession described above.

Condition No. 29 will be modified to allow to allow for the covenant restricting the units for affordable housing for 55-year to be provided prior to Certificate of Occupancy. Based on the financing for the project, this item would not be able to be done prior to a building permit.

Project Findings for GPZA No. 2020-167 and Amended Conditions for Design Review No. 2019-035

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/Area Plan/Zoning Amendment Application No. 2020-167 and Amended Conditions for Design Review No. 2019-035:

1. **FINDING:** This amendment is in the general public interest, and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   EVIDENCE: The project will provide an area for stormwater discharge and recreational facilities for an affordable housing in the town of Mariposa. The previously approved housing project will provide 42 units that will be available for low-, very-low, and extremely-low income households and will be restricted by a 55-year affordability covenant. The project site access is proposed to be improved to accommodate a two-lane paved road. The property is located within the Mariposa Town Planning Area, the area of Mariposa County which serves as the central commercial area providing services to residents. Adequate provisions for water, wastewater, garbage, and parking facilities are provided on the project site to ensure

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that the area will not be negatively impacted. The proposed multi-family residential project will be required to meet all development standards except those waived or reduced in accordance with applicable state law.

2. **FINDING:** This amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long-term guide for County development and a short-term basis for day-to-day decision making.

   EVIDENCE: Amending the land use of the site to the Multi-family Residential land use classification and the rezoning of the subject property to the Multi-Family Residential zoning classification provides a clear plan for development of the stormwater discharge basin and the basketball facilities for the previously approved housing project in a manner consistent with the General Plan. The amendment will allow for support facilities for a multi-family housing project that will provide affordable housing units to residents of Mariposa County. The project is within the boundaries of the Mariposa Town Planning Area, which is the County seat and provides various commercial, government, and health services. Transit services are available close to the project site, to provide residents with public transportation to El Portal and Yosemite, as well as the City of Merced.

3. **FINDING:** This amendment conforms to the requirements of State law and County policy.

   EVIDENCE: State law governing the adoption of general plans requires that the adopted plan include provisions for amendments. Those provisions are included in the adopted Mariposa County General Plan and in the Mariposa County Zoning Code. This application has been processed in accordance with all requirements of State laws and local ordinances.

4. **FINDING:** This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

   EVIDENCE: The development of support facilities for an approved affordable housing project is consistent the goals and policies contained in the Housing Element. Policies include achieving an adequate number of housing units to meet the needs of its citizens and housing that is affordable to all economic segments of the community. This project will also assist in meeting the County's Regional Housing Needs Allocation as established by the California Department of Housing and Community Development. The project will provide 42 affordable housing units that are targeted to households below 80% of the County's median income. This includes households in the low-, very-low, and extremely-low income households. The amendment will allow a developer that has identified this site as suitable for their project, to develop an affordable housing project.

5. **FINDING:** The subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development.

   EVIDENCE: The subject parcel is found to be physically suitable for the proposed zoning classification and proposed support facilities for an approved housing project based upon the location of the project site in the Mariposa Town Planning Area. Utilities and infrastructure are available for this property, with access to the project site provided by an access easement that is proposed to be improved to a two-lane paved road. The site is similar to other properties in the town of Mariposa that are already within the Multi-Family Residential Zone and has access to water and sewer connections that are not available to other MFR zoned sites. The majority of the parcels in the immediate vicinity of the project site are vacant with some developed with residences. The proposed project is a residential project that will be consistent with the intended residential use anticipated for the area.

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6. **FINDING:** The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

   EVIDENCE: The proposed zoning is logical and desirable in that it provides much needed affordable housing opportunities to residents of the county. The project proposes support facilities for an approved housing project for households below 80% of the median income of the County, which is an area where there is a shortage of affordable housing options.

Amended Conditions for Design Review No. 2019-035

Project Name: Mariposa Village-Self-Help Enterprises
File Number: GPZA No. 2019-036 and Design Review No. 2019-035
Original Project Approval Date: June 11, 2019
Amended Conditions Approval Date: March 2, 2021 (tentative)

The following *amended* conditions of approval are approved for this project in order to ensure compliance with county codes and policies. A completed and signed checklist indicates that the conditions have been complied with and implemented. Amended text is shown in *italicized font.* Deleted text is shown in ~~double strike thru font.~~

1. General Plan/Area Plan/Zoning Map Amendment application (GPZA No. 2019-036) and Design Review No. 2019-035 changes the designation of a 2.39-acre parcel from Single Family Residential 9,000 square feet to Multi-Family in order to develop a multi-family rental housing development with 42 units. The property is located at 5118 Fournier Road in Mariposa, CA and is also known as Assessor's Parcel Number 012-140-024. The project includes 19 one-bedroom units, 12 two-bedroom units, 11 three-bedroom units, with units ranging from 629-1,200 sq. ft, a centrally located community building, basketball court and a playground. One unit is designated for the on-site manager. The on-site community building will include a computer lab, large room for on-site services, and private office space. The applicant will improve the access from the end of the bridge over Mariposa Creek at Joe Howard Street to the project site entrance to a paved *22-foot wide road where the easement is only 36 feet wide and the remaining road will be* 24-foot wide road, creating reliable all-weather road access to and from the site.

   The project has received a waiver to the height requirements established by County Code to construct 4 three-story buildings up to 45 feet in height. The parking requirements have been reduced as part of a development concession to 42 parking spaces for the units. Additional spaces will be required for the community building office space. *The project has received a development concession to allow for fences in the front yard setback to exceed the three-foot height limit and for the requirement of the undergrounding of power lines to be waived.* These requests are approved pursuant to State law, Government Code Section 65915.

   The proposed project will provide multi-family housing units targeted to low-, very-low, and extremely-low income households. Eleven of the units will be designated as Permanent Supportive Housing. Individuals for these units will be referred through the Coordinated Entry System and services will be provided onsite by Mariposa County Health and Human Services.

   Primary access to the project is from Joe Howard Street to Antone Road to the project site. Water and sewer services are proposed to be obtained from the Mariposa Public Utility District. The developer is encouraged to incorporate sidewalks into the proposed access improvements to provide for pedestrian accessibility.

As part of the project, improvements to the MPUD water lines will be required. These improvements will require the installation of water lines along Fournier Road, including under Mariposa Creek. The utility line improvements under Mariposa Creek are proposed to be installed using horizontal directional drilling or bore and jack construction, which will avoid the bed, bank, and channel of Mariposa Creek.

(Project Description)

2. Additional project detail information shall be submitted and approved pursuant to Design Review Standards prior to application for any permits necessary to construct any portion of the project. Detailed, dimensioned project plans, including a site plan, grading plan, building plans, landscaping plans, elevations, project sign proposal, and material and color samples shall show that all development standards (except those that have received waivers, reductions, or concessions), including setbacks and all design review architectural theme and guidelines have been met. The approval authority for the Design Review shall be the Planning Commission. Additional conditions of approval may be developed as part of the design review application processing.

   (Section 17.336.060, Mariposa County Code)

3. All proposed road improvements shall be done in accordance with the Mariposa County Improvement Standards. The road from the end of the bridge across Mariposa Creek (from Joe Howard) at Antone Road to the project site entrance shall be improved to a Town Class IV standard, with the following (3) adaptations: 1. Parking lanes can be deleted from section. 2. Sidewalk (on both sides) will not be required. 3. The 4'-6' space for the voided sidewalk must remain on at least one side (as long as area can fit within existing easement). *4. The travel way for the portion of the road that only has a 36-foot-wide easement shall be allowed to be reduced to twenty-two feet wide.* The resulting roadway section shall meet these minimum criteria prior to issuance of a Certificate of Occupancy. The proposed road improvements shall be completed in accordance with the Road Improvement and Circulation Policy (RICP) and the County Improvement Standards and shall be approved by the County Engineer or a licensed civil engineer with a signed, wet-stamped letter indicating that the improvements meet the RICP and the County Improvement Standards. Engineered improvement plans prepared by a Registered Civil Engineer shall be required and approved by the County Engineer prior to commencement on the proposed road improvements. If required, any necessary encroachment permits from the Public Works Department shall be obtained.

   (Applicant Proposal; Chart A and Section II.D.2.a, Road Improvement and Circulation Policy)

4. A road maintenance association shall be formed to provide for the maintenance of the off-site easement roads providing access to the project site (Antone Road). Maintenance shall include, but not be limited to, drainage and erosion control devices, fuel modification, and upkeep of road surfaces. The Road Maintenance Association provisions shall be developed by the applicant so that the project site served by the easement roads shall be responsible for road maintenance. These provisions shall be reviewed and approved by the County Engineer prior to issuance of a Certificate of Occupancy and shall:

   a. Be in effect for the life of the project unless said maintenance is taken over by the County, a special district, or other governmental entity.

   b. Provide for annual maintenance and the immediate correction of emergency and hazard situations.

   c. Include the project parcel.

Attachment: Staff Report (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

d. Provide a mechanism for the road maintenance association to collect delinquent payments or assessments for the maintenance described above by filing a lien on the delinquent properties.

e. Provide a mechanism for new parcels to be added to the association.

As an alternative to what is required above, the applicant may join into an existing Road Maintenance Association for Antone Road, if there is one which is active and which generally accomplishes the objectives described in this condition. If the applicant elects this alternative, the applicant shall provide evidence that the subject parcel is legally "joined" into the existing association and shall provide information about the association.

-or-

An alternative, which may be considered would be acceptance by the County of the off-site road into the County maintained road system by the Board of Supervisors. In order to be accepted into the County Road system, offers of dedication would be required by all off-site owners to provide for a continuous easement to a road currently within the County Road system.

(Public Works Department Recommendation; Section II.I, Road Improvement and Circulation Policy)

5. The edges or boundaries of the off-site easement for Antone Road from the project site to the Antone Road bridge over Mariposa Creek shall be staked in the field by a licensed surveyor prior to commencement of work on the proposed road improvements. The staking of the road shall be maintained during road construction activities. The purpose of the staking is to ensure that all required road improvements are contained within the existing easement(s).

   (Planning Department Recommendation)

6. Prior to commencement of work on the proposed road improvements the applicant shall submit information from a Title Company (or other qualified individual as approved by the Planning Director) showing that project site has access through the existing access easements and the ability to improve them. Any additional easement width needed, shall be the responsibility of the project applicant to obtain prior to commencing work on the proposed road improvements.

   (Planning Department Recommendation)

7. All exposed and/or disturbed soils created by grading or construction activities shall be watered down or suppressed during grading operations to reduce the generation of dust and other particulate matter. During non-grading periods, all stockpiles of debris, soil, sand, or other materials shall be protected from wind erosion.

   (Section 17.336.080, Mariposa Count Code)

8. A grading plan and permit must be submitted prior to any grading activities on-site. The work shall be subject to all grading standards, including erosion control requirements.

   (California Building Code Appendix J as Adopted by the Mariposa County Board of Supervisors)

9. The project requires contact with the Regional Water Quality Control Board (RWQCB) to determine if a General Permit for Discharges of Storm Water Associated with Construction Activity is required. If required, the applicant shall obtain the permit prior to commencement of grading activities (on-site or for road work).

Attachment: Staff Report (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

A copy of the approved permit or evidence that a permit is not required shall be submitted to the Planning Department by the applicant prior to issuance of a grading permit. If a permit is required, all provisions and requirements of the permit shall be completed prior to completion of the project. The applicant shall submit to the Planning Department evidence that the permit requirements have been met to the satisfaction of the RWQCB. The applicant shall also be subject to the following RWQCB requirements:

a. Prior to issuance of the grading and/or building permit for the project, the applicant shall submit a SWPPP and a valid WID number issued by the State Regional Water Quality Control Board.

b. Prior to issuance of a certificate of occupancy for the project, the applicant shall provide a sign off showing that all of the conditions have been met and accepted as well as a Notice of Termination from the State Regional Water Quality Control Board.

(State Water Quality Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System)

10. The project shall install and maintain onsite runoff attenuation facilities with sufficient capacity to reduce 100-year project stormwater runoff rates (or as required by the Building Department or County Engineer) to those currently generated by the project site. The project engineered grading plans shall include these facilities. County Engineer approval of the plan is required prior to grading permit issuance. This requirement also applies to the off-site road work.

    (Planning Department Recommendation)

11. A sediment control plan prepared and approved in accordance with the Mariposa County Code Section 17.336.080 shall be required for any and all grading activity that requires a grading permit.

    (Section 17.336.080, Mariposa County Code)

12. Prior to commencement of any construction, CAL FIRE and County Fire shall sign off on the proposed building plans, including improvement plans for the off-site access improvements. All CAL FIRE and County Fire requirements for the project shall be met.

    (Mariposa Planning Department Recommendation)

13. Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays. The Planning Department shall monitor noise through complaints by the neighbors.

    (Mariposa Planning Department Recommendation)

14. The project must comply with the requirements of the ASBESTOS AIRBORNE TOXIC CONTROL MEASURE FOR CONSTRUCTION, GRADING, QUARRYING, AND SURFACE MINING OPERATIONS (https://www.arb.ca.gov/toxics/atcm/asb2atcm.htm) Including but not limited to the submittal of a dust mitigation plan.

    (ASBESTOS AIRBORNE TOXIC CONTROL MEASURE FOR CONSTRUCTION, GRADING, QUARRYING, AND SURFACE MINING OPERATIONS)

15. Provisions shall be made for the on-site storage of all solid waste generated during construction and operation of the project. All solid waste shall be placed in trash bins to maintain the site in a safe and attractive condition. Solid waste which cannot be contained in trash bins on site shall be removed from the site on a weekly basis.

    (Mariposa Planning Recommendation)

16. All utilities, with the exception of propane storage tanks, shall be underground within the project site. *Power lines shall be allowed to remain overhead and relocated as required.*

    (Section 17.336.060, Mariposa County Code)

17. Connection to the Mariposa Public Utility District (MPUD) water and wastewater services and compliance with the MPUD Fire Protection Ordinance is required. The applicant shall contact MPUD for permit requirements, including any necessary infrastructure to provide adequate fire flows and fire hydrants.

    (Section 17.336.050.B, Mariposa County Code)

18. The telephone company shall be contacted prior to construction in order to coordinate the location of telephone facilities.

    (Sierra Telephone Recommendation)

19. All exterior mechanical equipment located on roof, building, and ground shall be enclosed or screened from public view either by utilizing materials compatible with the building or locating them away from public view. Proposed locations and screening of mechanical equipment shall be reviewed and approved by the Planning Department prior to issuance of a building permit.

    (Section 17.336.060.B.7, Mariposa County Code)

20. Refuse storage areas, dumpsters, and propane tanks shall be enclosed or screened from public view. Proposed locations and screening of these facilities shall be reviewed and approved by the Planning Department prior to issuance of a building permit.

    (Section 17.336.030.B, Mariposa County Code)

21. Prior to the issuance of a building permit, the applicant shall submit a landscaping plan for the site. The landscaping plans shall indicate existing native trees within the development site to be retained. The landscaping plan shall conform with Section 17.336.060.C of County Code, delineating the size, type, and location of landscape plantings as well as proposed irrigation methods. The landscaping plan shall provide for shading and building enhancement in conformance with Section 17.336.060.C.6. of County Code. This plan must be approved by the Planning Director prior to issuance of a building permit. Landscaping must be installed prior to issuance of a Certificate of Occupancy.

    (Section 17.336.060.C, Mariposa County Code)

22. All landscaping shall be maintained in good condition in order to present a healthy and neat appearance for the life of the development. Dead or diseased plants shall be immediately replaced with plants which meet the size requirements of Section 17.336.060 of County Code.

    (Section 17.336.060.C, Mariposa County Code)

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23. All exterior lighting fixtures shall be shielded and shall be designed and located to confine lighting directly on the premises. Lighting should be of minimum, but adequate, intensity. Exterior lighting fixtures shall not shine light upon or directly illuminate any surface other than the area required to be lighted. A lighting plan showing the design and location of all exterior lights shall be submitted to the Planning Department. The Planning Director shall approve the design of the lighting fixtures prior to issuance of a building permit.

    (Mariposa Planning Recommendation)

24. Minor amendments in the configuration and materials of the proposed development may be approved by the Planning Director provided that any expansion does not exceed 10% of the size of area of the approved facility (any amount of a reduction in size of area of the facility may be allowed), and provided a finding can be made that the modification does not create impacts which were not addressed in the original project approval.

    (Mariposa Planning Recommendation)

25. Prior to issuance of a building permit (other than grading) all on-site flammable vegetation shall be removed from each building site a minimum distance of one hundred (100) feet from any flammable building material, including finished structure. This condition shall not apply to vegetation proposed to remain as finished site landscaping, or offsite vegetation.

    (Mariposa Planning Recommendation)

26. Prior to the issuance of a building or grading permit and prior to issuance of a Certificate of Occupancy, all fees associated with the County's processing of this project and filing of associated documents shall be paid.

    (Mariposa Planning Recommendation)

27. Prior to issuance of permits, all fees associated with the County's processing of the map and filing of associated CEQA documents (applicable to the conditional use permit) shall be paid. The Department of Fish and Wildlife CEQA filing fee ($2,354.75 as of January 1, 2019) and County Clerk fee ($50 as of January 1, 2019) shall be paid by the applicant within five (5) working days of the approval of the application (by June 18, 2019), because if the fee is not paid within 5 working days, and the Notice of Determination is not filed with the County Clerk prior to close of business on June 18, 2019 the environmental determination is not operative, vested, or final. (Section 21089(b) Public Resources Code).

    The County Clerk requires that one check be submitted to cover both of these fees, for a total of **$2404.75.75 (**effective January 1, 2019), and that it be in the form of a cashier's check or money order payable to "Mariposa County;" The County Clerk will not accept a personal check for these fees. Submit the check to Mariposa Planning who will file this fee and other required documents with the County Clerk.

    NOTE: The filing fees are adjusted annually, effective January 1st of each year, pursuant to Fish and Game Code.

    STAFF PROCESSING NOTE: This condition has been met.

28. The Property Owner (Owner) shall indemnify, protect, defend, and hold harmless the County, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the County, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, any approval of the County, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the County, concerning the project and the approvals granted

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herein. Actions concerning the project and approvals granted shall include, but not be limited to, the environmental determination made pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Furthermore, Owner shall indemnify, protect, defend, and hold harmless the County, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the County indemnify and defend such governmental entity. County shall promptly notify the Owner of any claim, action, or proceeding. County will further cooperate in the defense of the action.

An agreement on a form approved by Mariposa County Counsel shall be executed within twenty (20) working days of the date of project action. Non-compliance with this condition may result in revocation of project approval by the county.

STAFF PROCESSING NOTE: This condition has been met.

(Mariposa Planning Recommendation)

29. Prior to issuance of a *Certificate of Occupancy* ~~building permit/grading plan~~, a copy of the covenant restricting the units for affordable housing for 55-years shall be provided to the Planning Department.

    (Mariposa Planning Recommendation)

30. Noncompliance with any of the conditions of approval for Design Review No. 2019-035 may be grounds for revocation of the approval.

    (Mariposa Planning Recommendation)

31. A pre-construction clearance survey shall be conducted by a qualified biologist to ensure that the northwestern pond turtle will not be impacted during Project construction. The pre-construction survey shall be conducted no more than 14 days prior to the start of construction activities, including demolition and site clearing. During this survey, the qualified biologist shall search all potential nesting habitat on the Project site for active turtle nests. If an active turtle nest is found, the qualified biologist shall determine the extent of a construction-free buffer to be established and maintained around the nest for the duration of the nesting cycle. The biologist shall then work with construction personnel to install wildlife exclusion fencing along the buffer. This fencing should be a minimum of 36 inches tall and toed-in 6 inches below ground prior to construction activities. If fencing cannot be toed-in, the bottom of the fence will be weighted down with a continuous line of long, narrow sandbags or similar material, to ensure there are no gaps under the fencing where wildlife could enter. One-way exit funnels directed away from construction activities will be installed to allow turtles and other small wildlife to exit the fenced enclosure. Reports and evidence of mitigation installation shall be provided to the Planning Department prior to commencing construction activities.

    (Mitigation Measure 4.a.1)

32. A pre-construction clearance survey shall be conducted by a qualified biologist to ensure that no roosting special-status bats will be disturbed during the implementation of the project. A pre-construction clearance survey shall be conducted no more than 14 days prior to initiation of construction activities, including demolition and site clearing. During this survey, the qualified biologist shall inspect all potential roosting habitat in and immediately adjacent to the impact areas, including tree snags and outbuildings. If an active roost is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the roost. If work cannot proceed without disturbing roosting bats, work may need to be halted or redirected to other areas until the

Attachment: Staff Report (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

roost is no longer in use. Reports and evidence of mitigation installation shall be provided to the Planning Department prior to commencing construction activities.

(Mitigation Measure 4.a.2)

33. To the extent practicable, construction, including demolition and site clearing, shall be scheduled to avoid the nesting season, which extends from February through August.

    If it is not possible to schedule construction between September and January, a pre-construction clearance survey for nesting birds shall be conducted by a qualified biologist to ensure that no active nests will be disturbed during the implementation of the Project. A pre-construction clearance survey shall be conducted no more than 14 days prior to the start of construction activities. During this survey, the qualified biologist shall inspect all potential nest substrates in and immediately adjacent to the impact areas, including within 250 feet in the case of raptor nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the nest. If work cannot proceed without disturbing the nesting birds, work may need to be halted or redirected to other areas until nesting and fledging are completed or the nest has failed for non-construction related reasons.

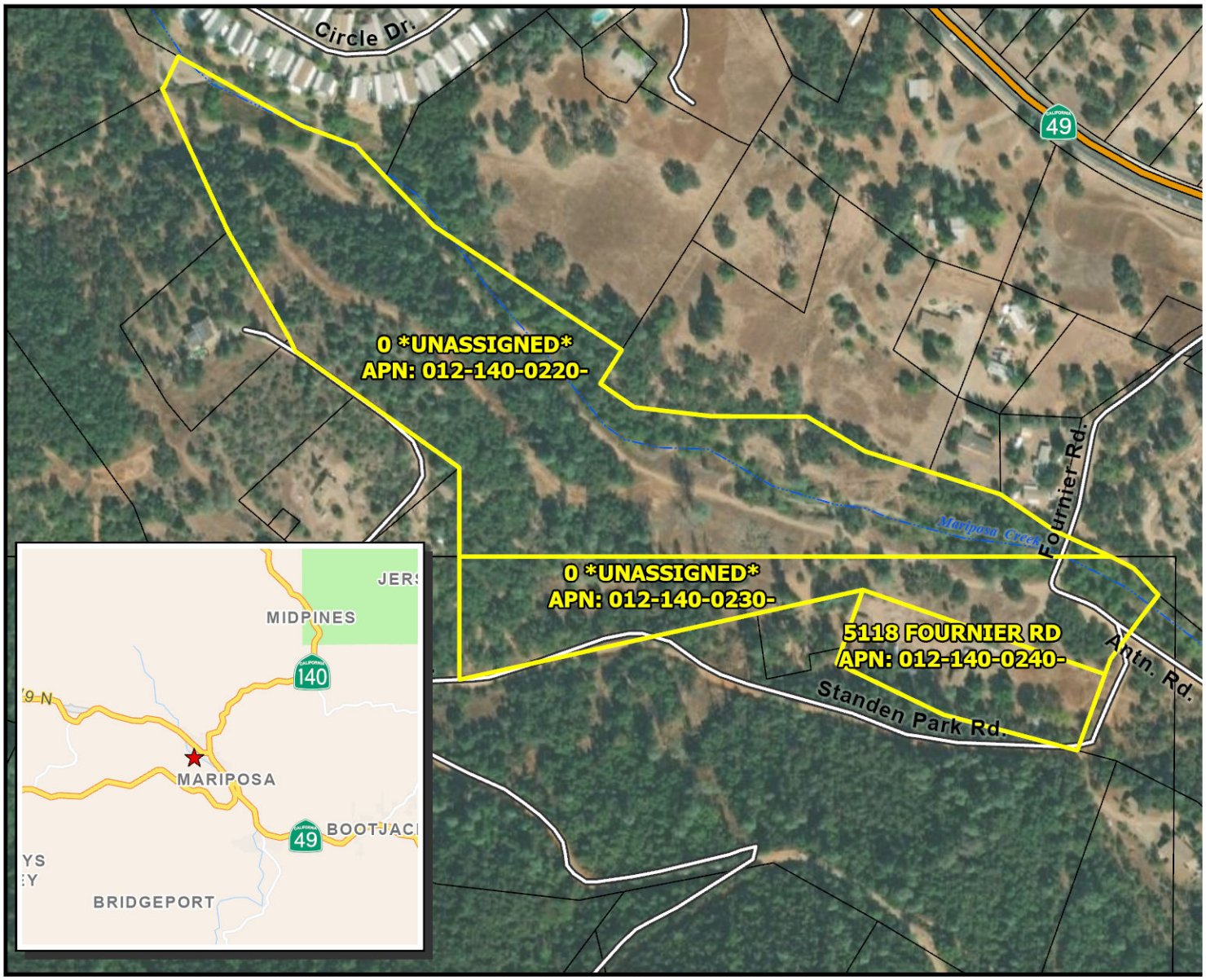
    (Mitigation Measure 4.d.1)

34. In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement project conditions of approval, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

    (Mitigation Measure 5.c.1)

Attachment: Staff Report (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

Mariposa County Planning Department
Project Vicinity Map



PROJECT TYPE: GPZA 2020-167

APPLICANT: Self-Help Enterprises

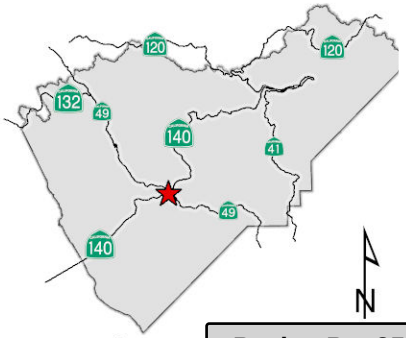
APN: 012-140-0240 ; 012-140-0220; 012-140-0230

SITE ADDRESS: 5118-5121 Fournier Road, Mariposa, CA, 95338; Unassigned

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Friday, November 20, 2020
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.

Attachment: Vicinity Map (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-Creekside

LOT LINE ADJUSTMENT SITE PLAN

CREEKSIDE TERRACE

BEING A PORTION OF PROJECTED SECTION'S 15 & 22,
TOWNSHIP 5 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN
RACHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA

Mariposa County Planning and Building Department

LOT LINE ADJUSTMENT APPLICATION SITE PLAN

Applicant Name SELF-HELP ENTERPISES

Project Site Address 5118 AND 5121 FOURNIER ROAD, MARIPOSA, CA 95338

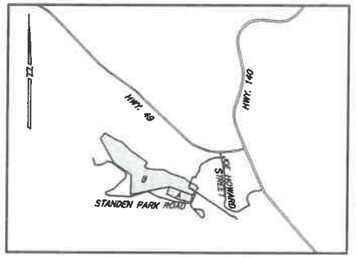
Project Site APN 012-140-0220; 012-140-0230; 012-140-0240

Site Plan Scale: 1" = 150' feet

Date JANUARY 19, 2021

I certify that this site plan contains all required information and is true and complete to the best of my knowledge. I understand that the processing of my Lot Line Adjustment Application will be delayed if any of the required information is omitted or is incorrect.

Applicant's Signature



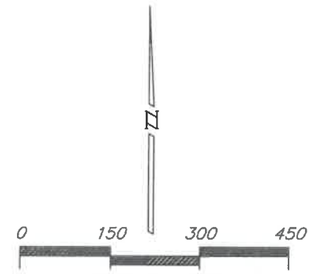
VICINITY MAP

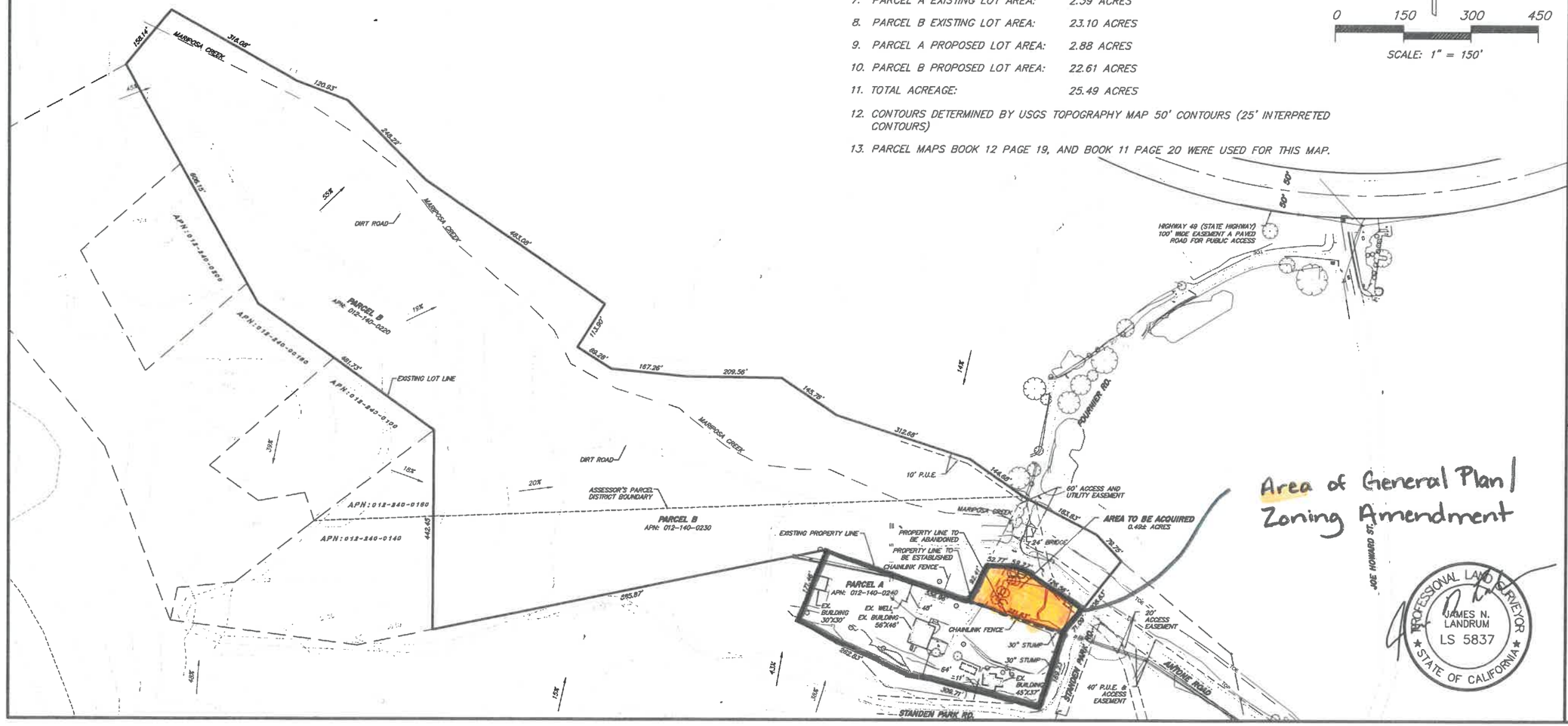
SCALE: 1" = 2000'

GENERAL NOTES

1.	PARCEL A OWNER NAME AND ADDRESS:	SELF HELP ENTERPRISES 8445 W. ELOWIN COURT VISALIA,CA 93290
2.	PARCEL B OWNER NAME(S) AND ADDRESS:	COUNTY OF MARIPOSA P.O. BOX 784 5100 BULLION STREET MARIPOSA, CA 95338
3.	PARCEL A STREET ADDRESS:	5118 AND 5121 FOURNIER ROAD, MARIPOSA,CA 95338
4.	PARCEL B STREET ADDRESS:	NOT ESTABLISHED
5.	PARCEL A APN:	012-140-0240
6.	PARCEL B APN(S):	012-140-0220; 012-140-0230
7.	PARCEL A EXISTING LOT AREA:	2.39 ACRES
8.	PARCEL B EXISTING LOT AREA:	23.10 ACRES
9.	PARCEL A PROPOSED LOT AREA:	2.88 ACRES
10.	PARCEL B PROPOSED LOT AREA:	22.61 ACRES
11.	TOTAL ACREAGE:	25.49 ACRES

12. CONTOURS DETERMINED BY USGS TOPOGRAPHY MAP 50' CONTOURS (25' INTERPRETED CONTOURS)
13. PARCEL MAPS BOOK 12 PAGE 19, AND BOOK 11 PAGE 20 WERE USED FOR THIS MAP.





PROFESSIONAL LAND SURVEYOR
JAMES N. LANDRUM
LS 5837
STATE OF CALIFORNIA

SHEET	1. OF 1.

REVISIONS		
Symb.	Date	Description By

Drawn	TL
Date	01/27/21
Scale	1"=150'
Job No.	NC19212
Checked	DAM

LOT LINE ADJUSTMENT SITE PLAN
CREEKSIDE TERRACE
BEING A PORTION OF PROJECTED SECTION'S 15 & 22,
TOWNSHIP 5 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN
RACHO LAS MARIPOSAS, MARIPOSA COUNTY, STATE OF CALIFORNIA

MVE Inc.
1117 L Street, Modesto, CA 95354 | 866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

Plot January 27, 2021 at 4:42 PM P:\CAD\NC19212\MAPS\ROSS&LLA\NC19212-Creekside LLA Site Plan.dwg

Attachment: General Plan/Zoning Amendment Site Plan (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

PROJECT SUMMARY:

4 BLDGS: (3) TYPE A
10 UNITS: (4)1BR, (3)2BR, (3)3BR
(1) TYPE B
11 UNITS: (6)1BR, (3)2BR, (2)3BR
(1) UNIT OVER COMMUNITY BLDG. : (1)2BR

TOTAL: 42 UNITS WITH (18)1BR, (13)2BR, (11)3BR

PARKING WITH ELECTRIC VEHICLE CHARGING SPACES: 56 ON-SITE

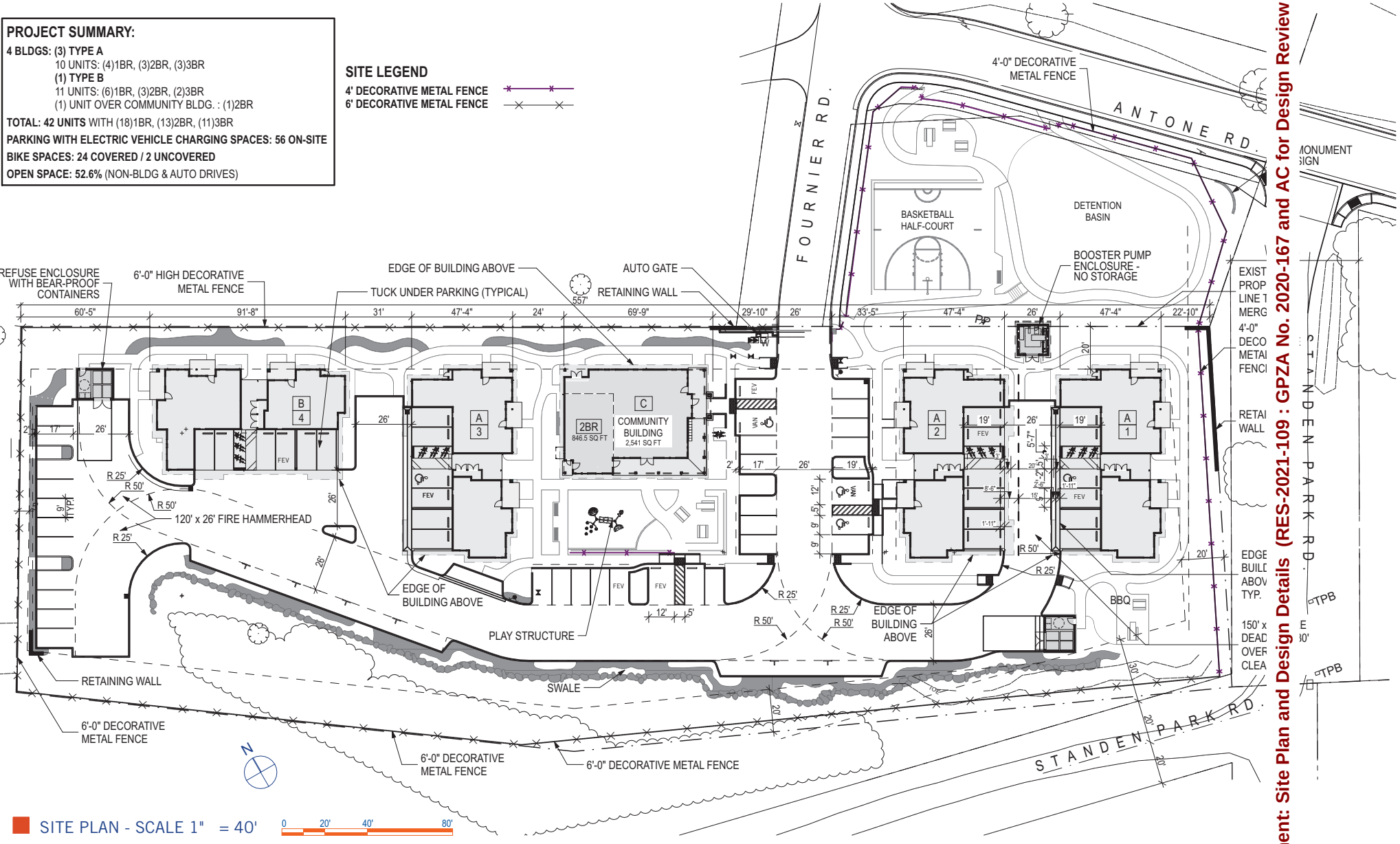
BIKE SPACES: 24 COVERED / 2 UNCOVERED

OPEN SPACE: 52.6% (NON-BLDG & AUTO DRIVES)

SITE LEGEND

4' DECORATIVE METAL FENCE

6' DECORATIVE METAL FENCE



SITE PLAN - SCALE 1" = 40'

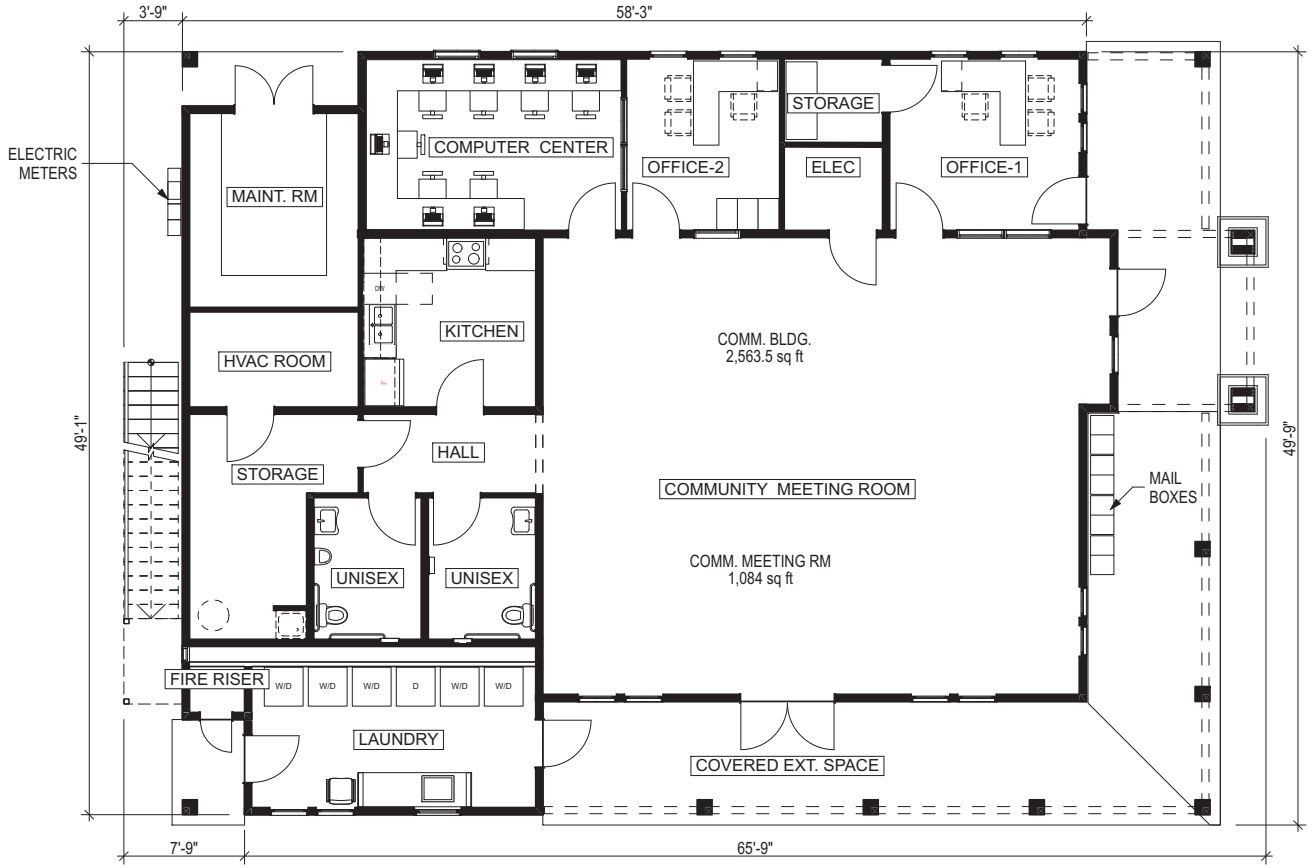
0 20' 40' 80'

ADD COMMON/JOBS/219001 ArchiCAD - Mariposa Affordable Apartments/219001 PLN/219001 - Mariposa Affordable Apartments - 2020-05-14 - SD Submittal 23.pln - Printed: Monday, November 16, 2020; 11:28 AM

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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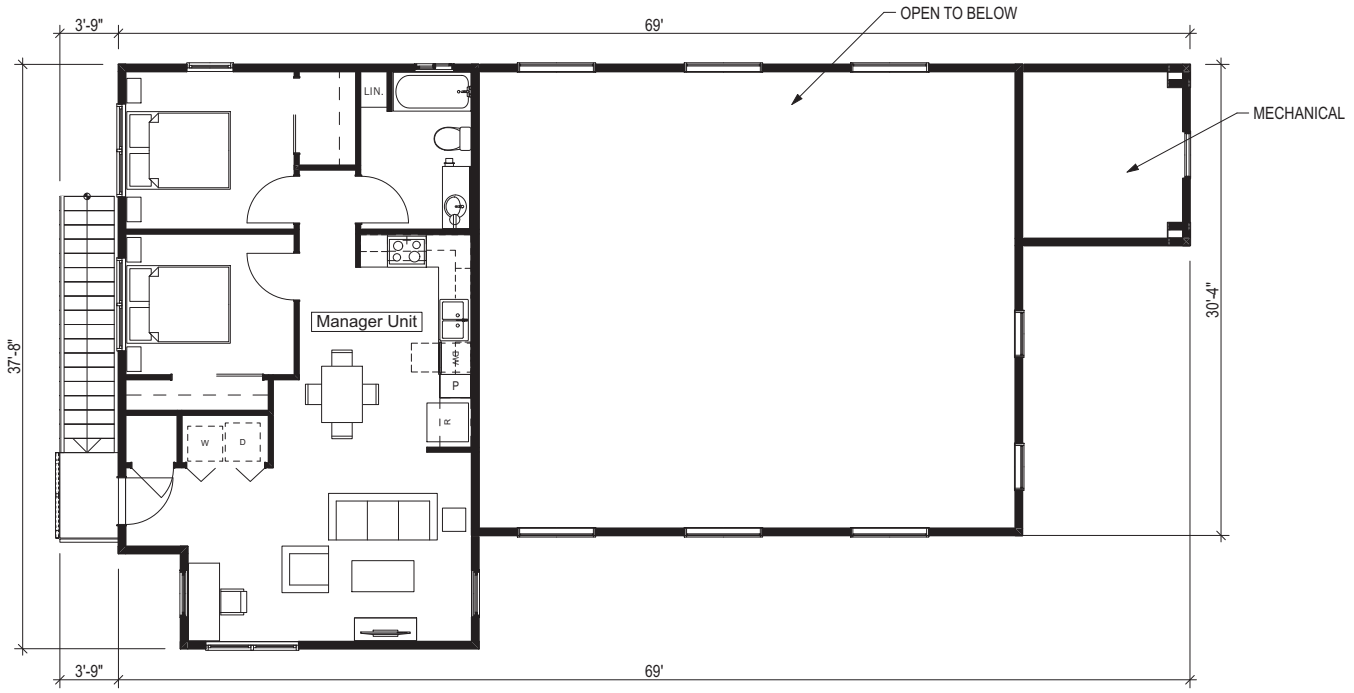


GROUND FLOOR PLAN - SCALE 1/8" = 1'-0"

0 4' 8' 16'

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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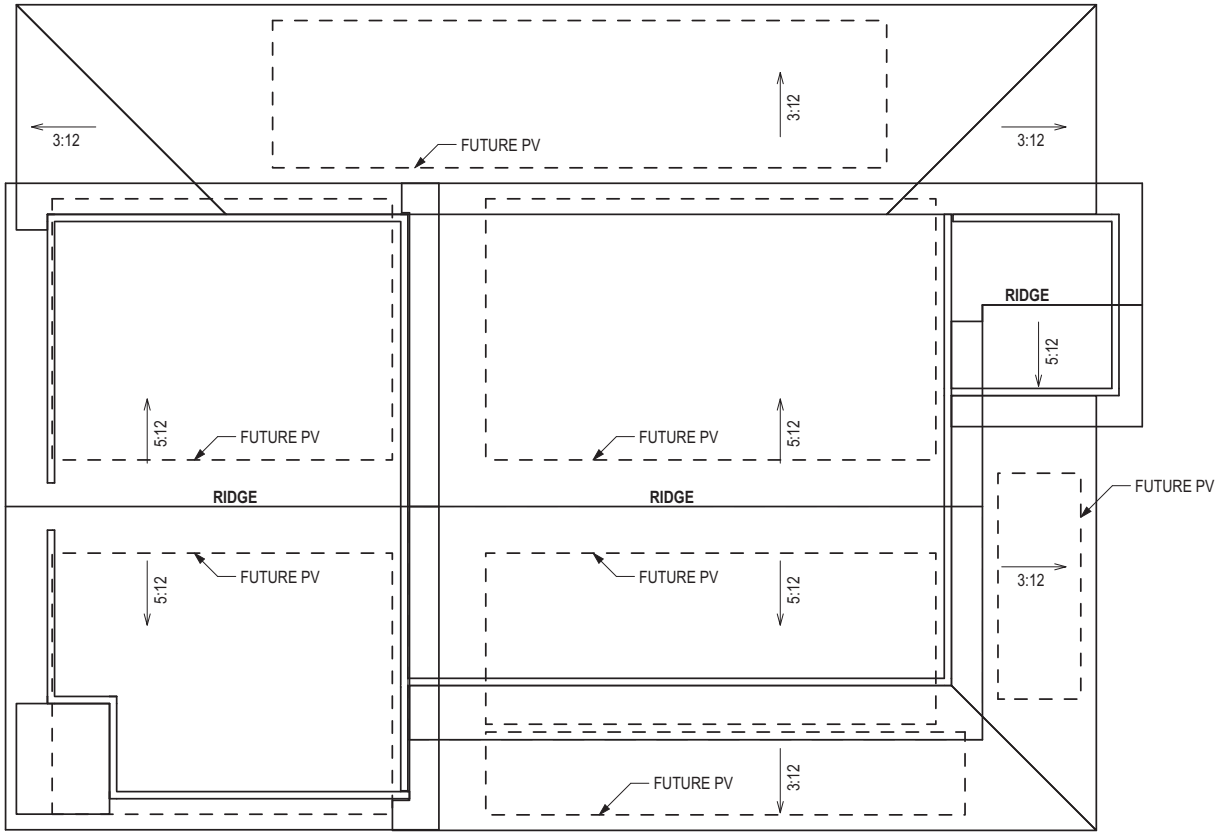


SECOND FLOOR PLAN - SCALE 1/8" = 1'-0"

0 4' 8' 16'

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ROOF PLAN - COMMUNITY BUILDING - SCALE 1/8" = 1'-0"

0 4' 8' 16'



COMMUNITY BUILDING - FRONT ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'



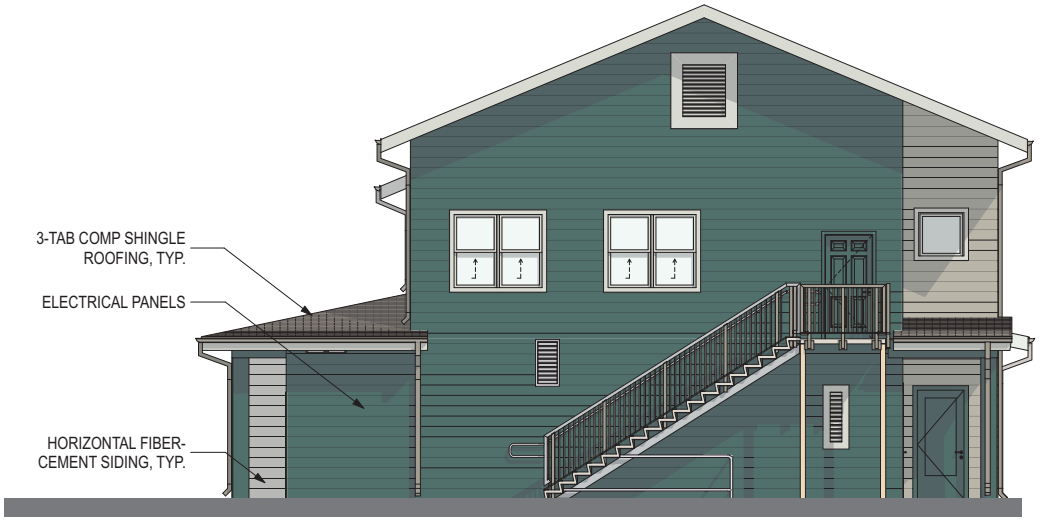
COMMUNITY BUILDING - REAR ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review



COMMUNITY BUILDING - LEFT ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'



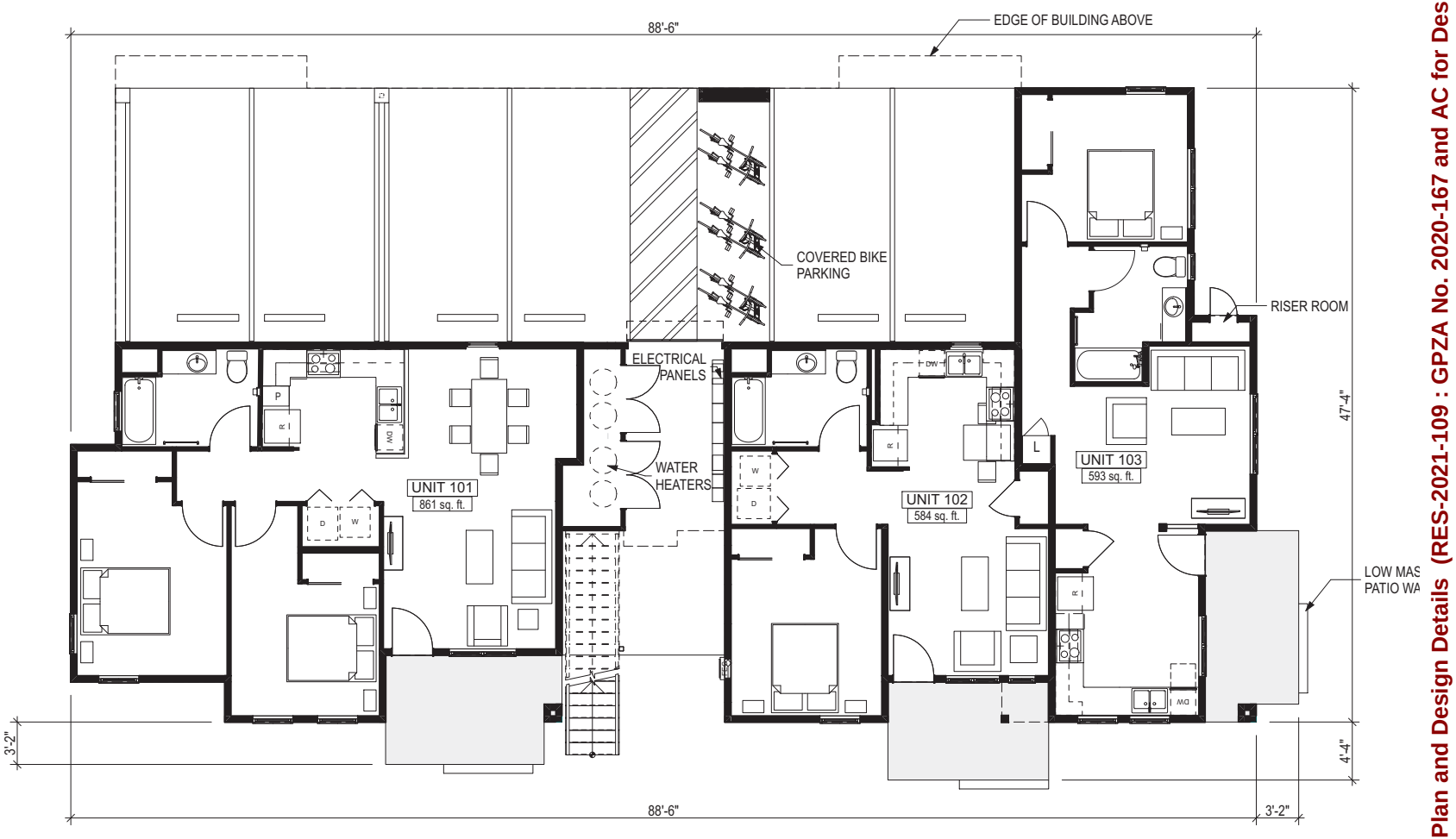
COMMUNITY BUILDING - RIGHT ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'

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GROUND FLOOR PLAN - SCALE 1/8" = 1'-0"

0 4' 8' 16'

CREEKSIDE TERRACE, MARIPOSA- SHE | BUILDING A1, A2, A3, B4 - GROUND FLOOR PLAN | 11-16-2020 | mogo ero | A3

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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SECOND FLOOR PLAN - SCALE 1/8" = 1'-0"

0 4' 8' 16'

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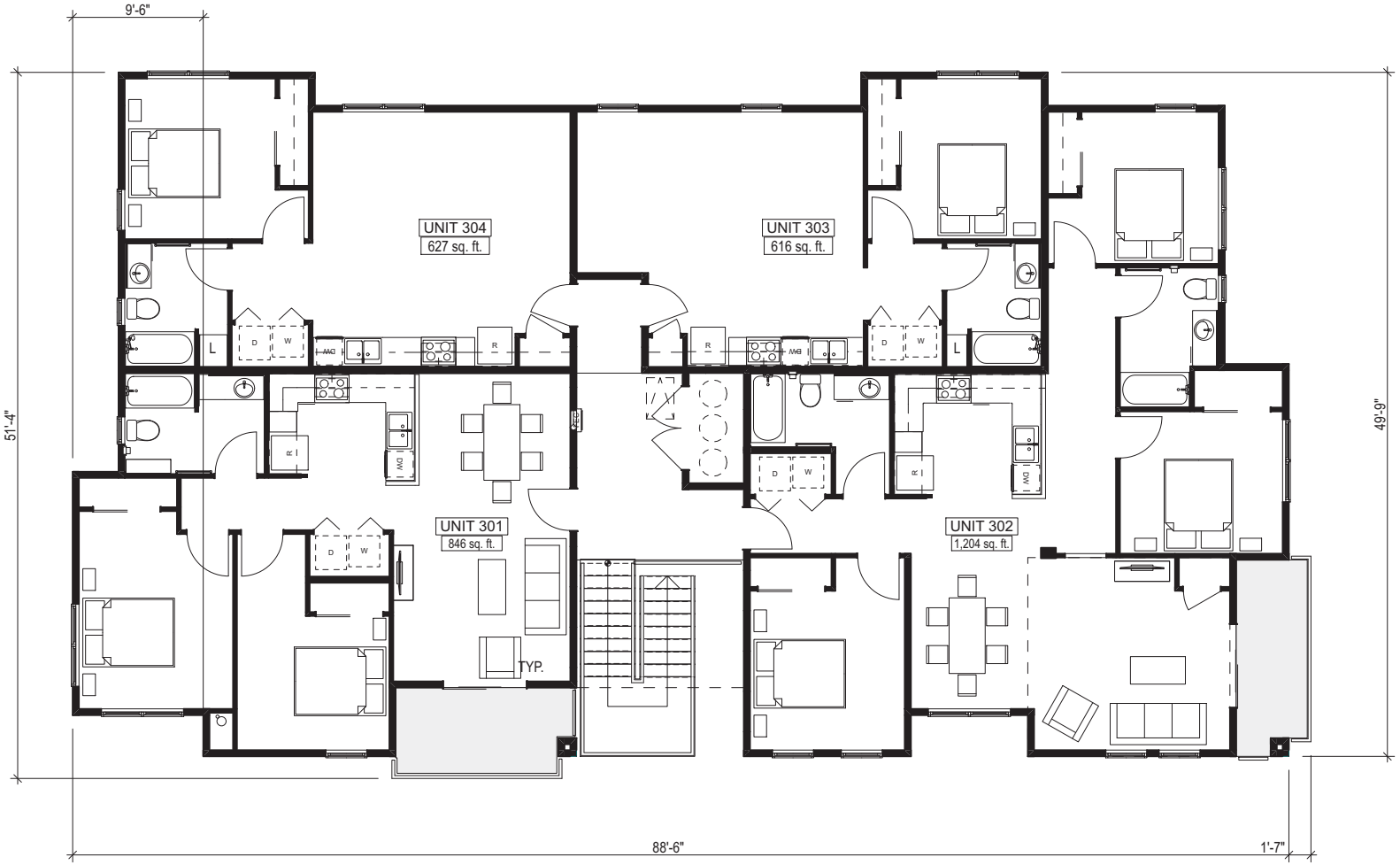
THIRD FL. T.O.PLWD. (AT 3-STORY BUILDINGS) - SCALE 1/8" = 1'-0"

0 4' 8' 16'

CREEKSIDE TERRACE, MARIPOSA- SHE BUILDING A1, A2, A3 THIRD FLOOR PLAN 11-16-2020 mogo ero ECTS A5

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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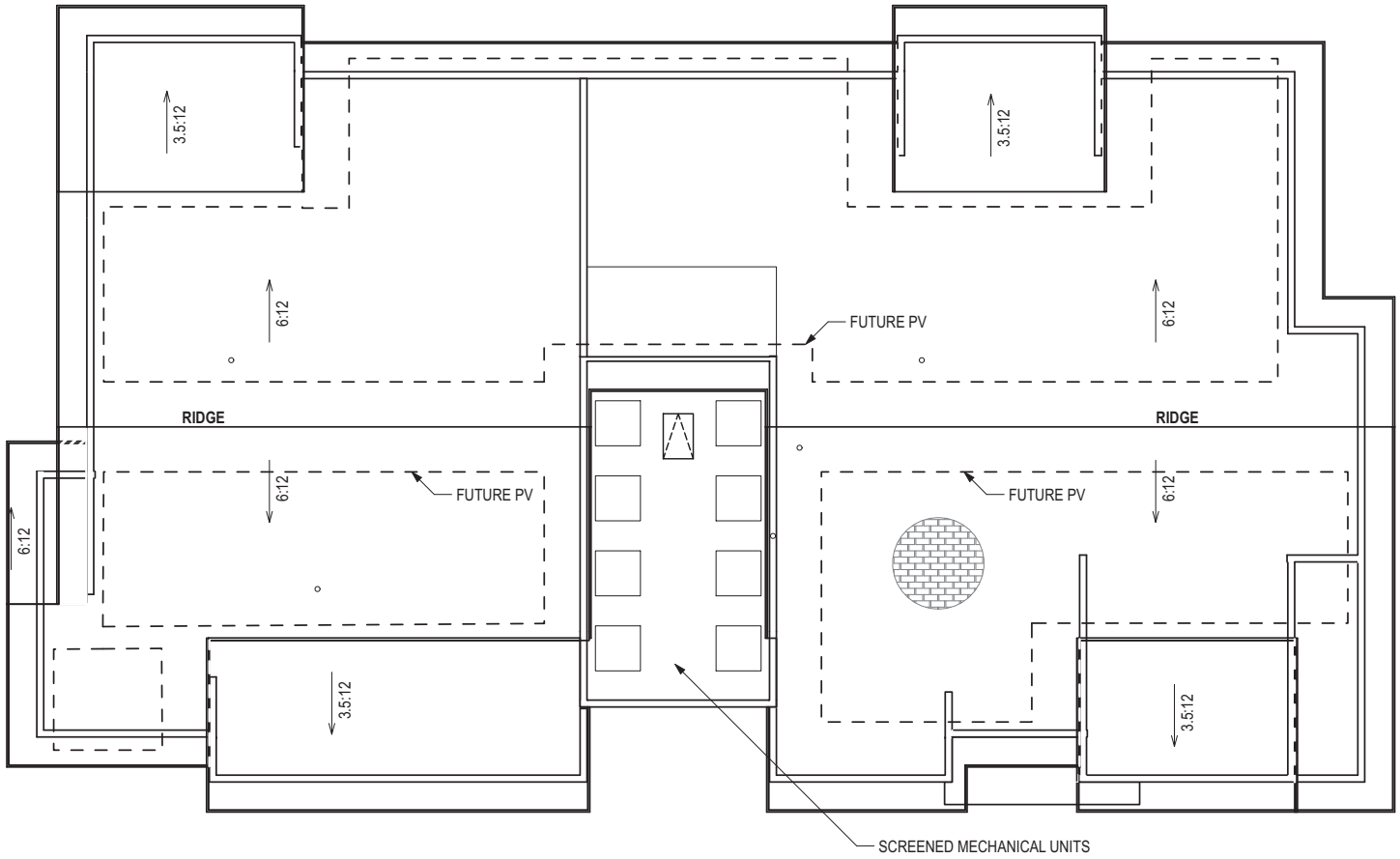
THIRD FL. T.O.PLWD. (AT 3-STORY BUILDINGS) - SCALE 1/8" = 1'-0"

0 4' 8' 16'

CREEKSIDE TERRACE, MARIPOSA- SHE BUILDING B4- THIRD FLOOR PLAN 11-16-2020 A6

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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ROOF PLAN - SCALE 1/8" = 1'-0"

0 4' 8' 16'

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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BUILDING A3 - FRONT ELEVATION - SCALE 3/32" = 1'-0"



BUILDING A3 - RIGHT ELEVATION

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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BUILDING A3 - REAR ELEVATION - SCALE 3/32" = 1'-0"

0 8' 16' 24'



BUILDING A3 - LEFT ELEVATION -

0 8' 16' 24'

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

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BUILDING B4 - FRONT ELEVATION - SCALE 3/32" = 1'-0"

0 8' 16' 24'



BUILDING B4 - RIGHT ELEVATION

0 8' 16' 24'

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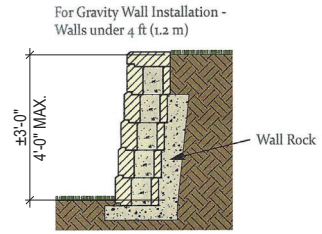
BUILDING B4 - REAR ELEVATION - SCALE 3/32" = 1'-0"

0 8' 16' 24'



BUILDING B4 - LEFT ELEVATION -

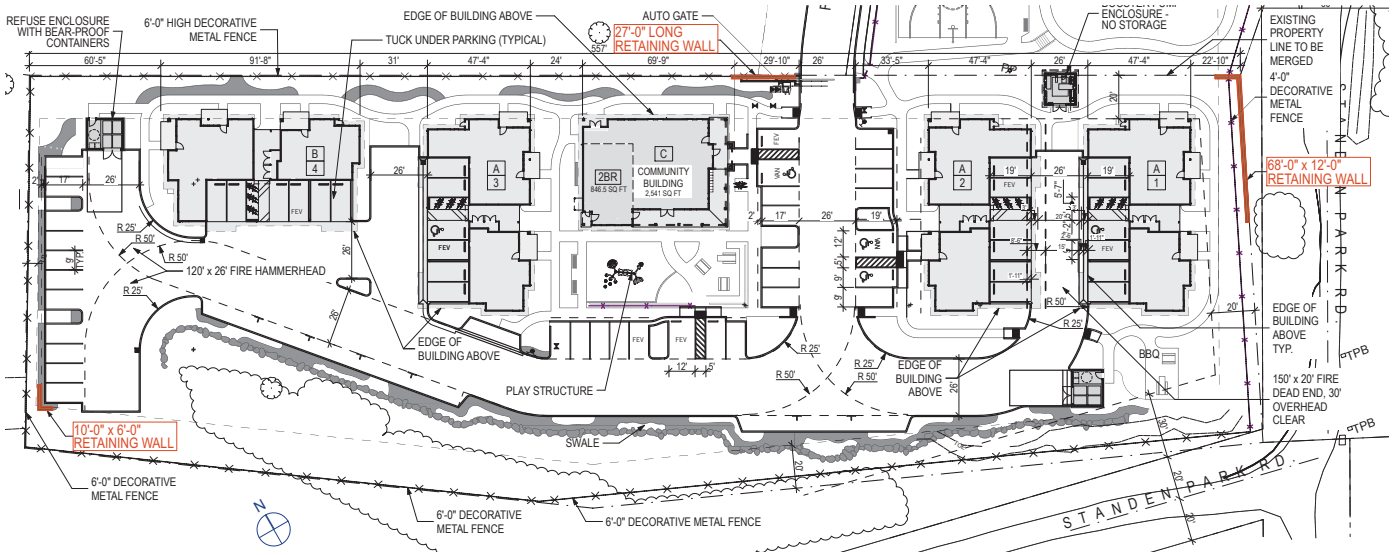
0 8' 16' 24'



RETAINING WALL SECTION -



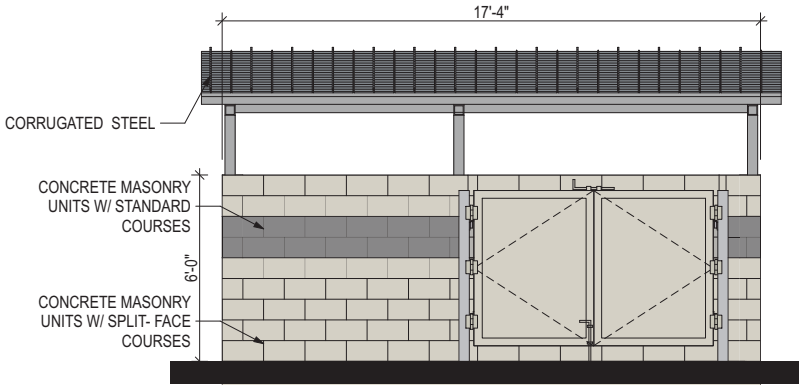
RETAINING WALL ELEVATION -



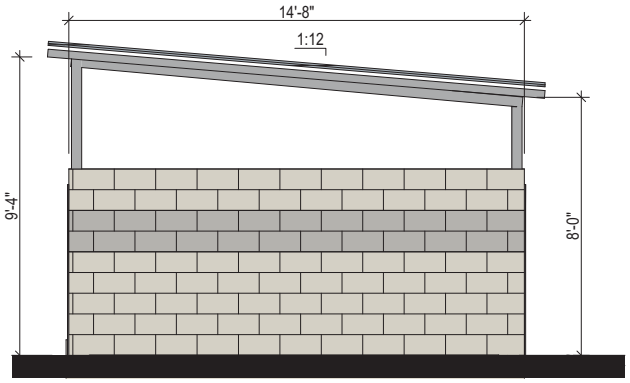
SITE PLAN - Retaining Wall Key Map

Attachment: Site Plan and Design Details (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

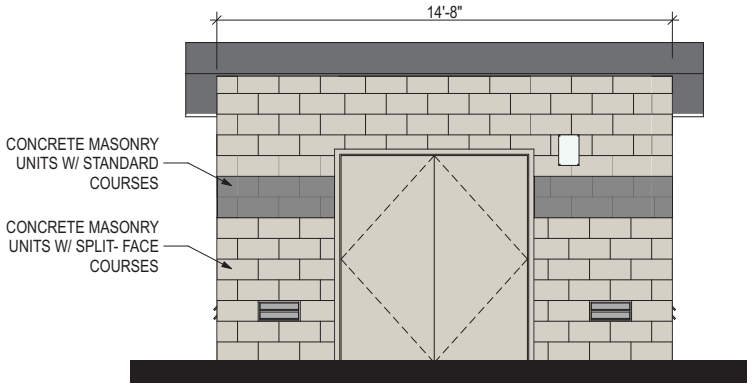
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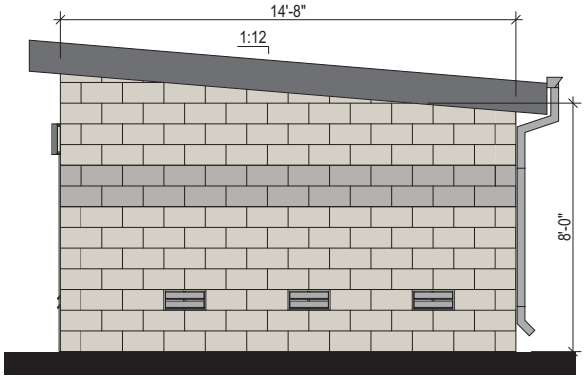
REFUSE ENCLOSURE FRONT ELEVATION - SCALE 1/4" = 1'-0"



REFUSE ENCLOSURE RIGHT ELEVATION - SCALE 1/4" = 1'-0"



PUMP ENCLOSURE FRONT ELEVATION - SCALE 1/4" = 1'-0"



PUMP ENCLOSURE RIGHT ELEVATION - SCALE 1/4" = 1'-0"

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DE6226 Foggy Day
LRV 71
To reorder, visit dunnedwards.com
or call (888) DE PAINT (337-2468)
Binder 8
Keep stub for reference

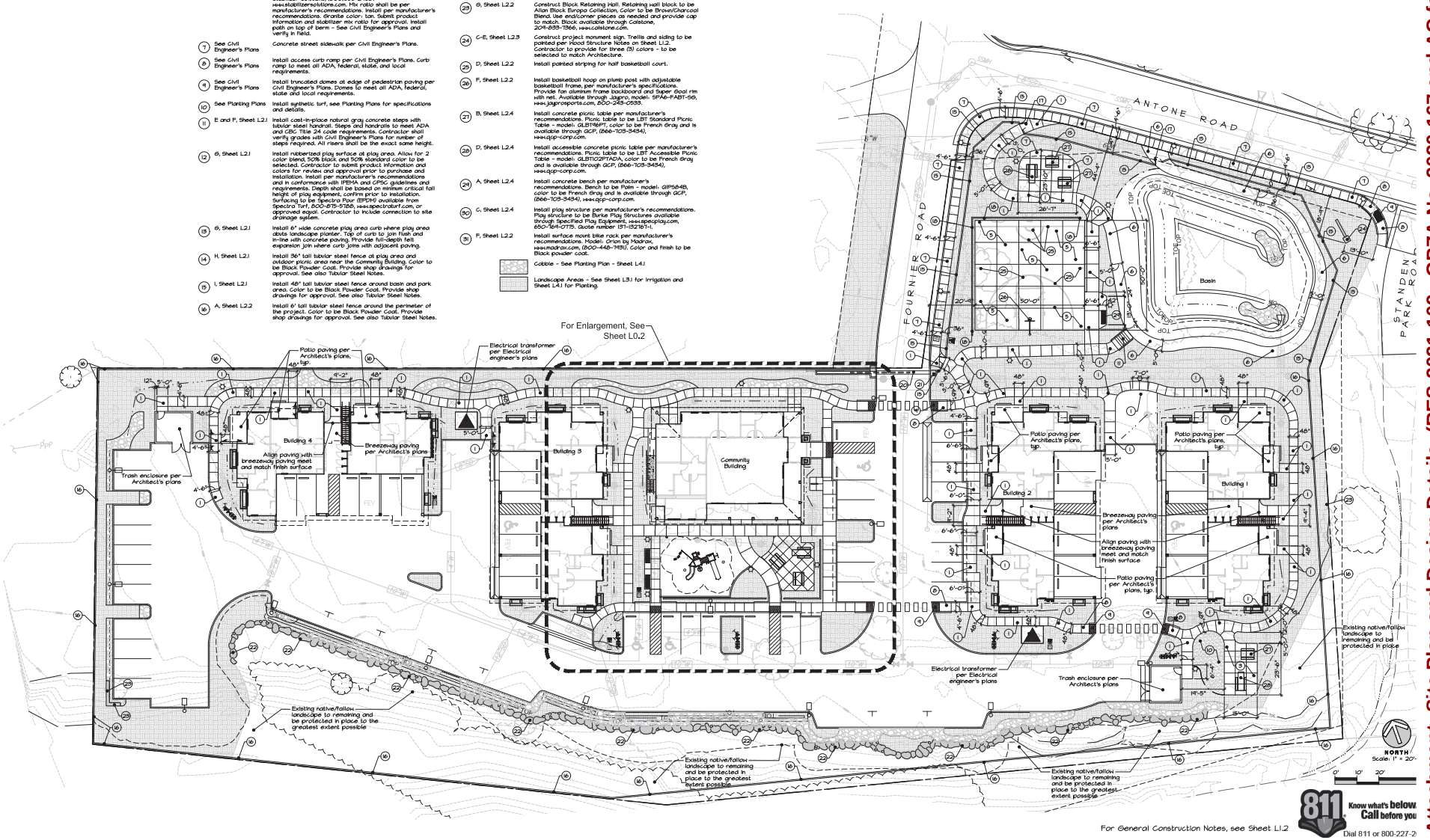
DE6228 Play on Gray
LRV 43
To reorder, visit dunnedwards.com
or call (888) DE PAINT
Binder 8
Keep stub for reference

DE5747 Stone Bridge
LRV 14
To reorder, visit dunnedwards.com
or call (888) DE PAINT
Binder 5
Keep stub for reference



Construction Callouts

No.	Detail	Item Description
1	A and B, Sheet L2.1	Install natural gray medium broom finish concrete paving. Install troweled score joints at approx. 5' on center and expansion joints at approx. 20' on center, or as shown on plans.
2	A and B, Sheet L2.1	Install natural gray medium broom finish concrete paving with diagonal score pattern in outdoor picnic area at the Community Building. Provide troweled score joint 45° sq. diagonal grid pattern in paving field, grid direction as shown in plans.
3	A and B, Sheet L2.1	Install natural gray medium broom finish concrete paving at outdoor picnic area near Building 1. Provide troweled score joint 5' sq. grid pattern in paving field, grid direction as shown in plans.
4	A and B, Sheet L2.1	Install natural gray medium broom finish concrete paving at outdoor picnic area near the Basketball Court. Provide troweled score joint 5' sq. grid pattern in paving field, grid direction as shown in plans.
5	A and B, Sheet L2.1	Install natural gray medium broom finish concrete paving for the Basketball Court. Install troweled score joints at approx. 10' on center and expansion joints at approx. 20' on center, or as shown on plans.
6	C, Sheet L2.1	Install stabilized decomposed granite paving for pathway around the stormwater basin. 'Stabilizer' soil binder by Stabilizer Solutions, (800)356-2468, www.stabilizersolutions.com. Mix ratio shall be per manufacturer's recommendations. Install per manufacturer's recommendations. Granite color: tan. Submit product information and stabilizer mix ratio for approval. Install path on top of berm - See Civil Engineer's Plans and verify in field.
7	See Civil Engineer's Plans	Concrete street sidewalk per Civil Engineer's Plans.
8	See Civil Engineer's Plans	Install access curb ramp per Civil Engineer's Plans. Curb ramp to meet all ADA, federal, state, and local requirements.
9	See Civil Engineer's Plans	Install truncated domes at edge of pedestrian paving per Civil Engineer's Plans. Domes to meet all ADA, federal, state and local requirements.
10	See Planting Plans	Install synthetic turf, see Planting Plans for specifications and details.
11	E and F, Sheet L2.1	Install cast-in-place natural gray concrete steps with tubular steel handrail. Steps and handrails to meet ADA and CBC Title 24 code requirements. Contractor shall verify grades with Civil Engineer's Plans for number of steps required. All risers shall be the exact same height.
12	G, Sheet L2.1	Install rubberized play surface at play area. Allow for 2 color blend, 50% black and 50% standard color to be selected. Contractor to submit product information and colors for review and approval prior to purchase and installation. Install per manufacturer's recommendations and in conformance with IPEMA and CPSC guidelines and requirements. Depth shall be based on minimum critical fall height of play equipment, confirm prior to installation. Surfacing to be Spectra Pour (EPDM) available from Spectra Turf, 800-875-5785, www.spectraturf.com, or approved equal. Contractor to include connection to site drainage system.
13	G, Sheet L2.1	Install 6" wide concrete play area curb where play area abuts landscape planter. Top of curb to join flush and in-line with concrete paving. Provide full-depth felt expansion join where curb joins with adjacent paving.
14	H, Sheet L2.1	Install 36" tall tubular steel fence at play area and outdoor picnic area near the Community Building. Color to be Black Powder Coat. Provide shop drawings for approval. See also Tubular Steel Notes.
15	I, Sheet L2.1	Install 48" tall tubular steel fence around basin and park area. Color to be Black Powder Coat. Provide shop drawings for approval. See also Tubular Steel Notes.
16	A, Sheet L2.2	Install 6' tall tubular steel fence around the perimeter of the project. Color to be Black Powder Coat. Provide shop drawings for approval. See also Tubular Steel Notes.
17	B, Sheet L2.2	Install self-closing pedestrian tubular steel gate in fence. Provide all associated operating hardware and exiting hardware required by governing codes (panic bar, etc...). Provide shop drawings for approval. See also Tubular Steel Notes.
18	C, Sheet L2.2	Install 8' tall vinyl-coated chain link fence on two (2) sides of the basketball court. Mesh, posts, and hardware to be black in color.
19	A and B, Sheet L2.3	Install curbing, gate track, and electrical conduit for future vehicle gate operator. Vehicular access gate to be designed and installed at a later date.
20	A, Sheet L2.3	Install 16" wide concrete band between curbs with track wheel guide. Band to join flush with adjacent asphalt paving and to follow slope of driveway.
21	F, Sheet L2.3	Construct stone veneer entry pilaster on either side of the entry drive. Stone veneer to match stone veneer on buildings. Cap to be Stone Transitions 26" Dupont Pleated Cap (PCH27P-26), color to be Shell. See also CMU Block Wall Notes.
22	H, Sheet L2.2	Construct Boulder Retaining Wall using boulders generated during the site grading operations. Structural Engineering (if needed) to be provided by the general contractor. This is to be provided as an optional line item in conjunction with the Civil Engineer's Grading Plans.
23	G, Sheet L2.2	Construct Block Retaining Wall. Retaining wall block to be Allan Block Europa Collection, Color to be Brown/Charcoal Blend. Use end/corner pieces as needed and provide cap to match. Block available through Calstone, 209-883-1966, www.calstone.com.
24	C-E, Sheet L2.3	Construct project monument sign. Trellis and siding to be painted per Wood Structure Notes on Sheet L1.2. Contractor to provide for three (3) colors - to be selected to match Architecture.
25	D, Sheet L2.2	Install painted striping for half basketball court.
26	F, Sheet L2.2	Install basketball hoop on plumb post with adjustable basketball frame, per manufacturer's specifications. Provide fan aluminum frame backboard and Super Goal rim with net. Available through Jaypro, model: SPA6-FABT-56, www.jayprosports.com, 800-243-9535.
27	B, Sheet L2.4	Install concrete picnic table per manufacturer's recommendations. Picnic table to be LBT Standard Picnic Table - model: GLBT76PT, color to be French Gray and is available through GCP, (866-703-8434), www.gcp-corp.com.
28	D, Sheet L2.4	Install accessible concrete picnic table per manufacturer's recommendations. Picnic table to be LBT Accessible Picnic Table - model: GLBT102PTADA, color to be French Gray and is available through GCP, (866-703-8434), www.gcp-corp.com.
29	A, Sheet L2.4	Install concrete bench per manufacturer's recommendations. Bench to be Fiore, model: GIP5548, color to be French Gray and is available through GCP, (866-703-8434), www.gcp-corp.com.
30	G, Sheet L2.4	Install play structure per manufacturer's recommendations. Play structure to be Burke Play Structures available through Specified Play Equipment, www.specplay.com, 650-364-0775. Quote number 131-132161-1.
31	F, Sheet L2.2	Install surface mount bike rack per manufacturer's recommendations. Model: Orion by Madrax, www.madrax.com, (800-448-7481). Color and finish to be Black powder coat.
		Gobble - See Planting Plan - Sheet L4.1
		Landscape Areas - See Sheet L3.1 for Irrigation and Sheet L4.1 for Planting.



811 Know what's below. Call before you. Dial 811 or 800-227-2

Z:\CADFILE\CADFILES\PROJECTS_20\20-2274 - CREEKSIDE APTS\DRAWINGS\PLANS\CON DOCS\BASE2274R1.DWG (12-03-20 1:07:22PM) Plotted by: Tyler

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Modification

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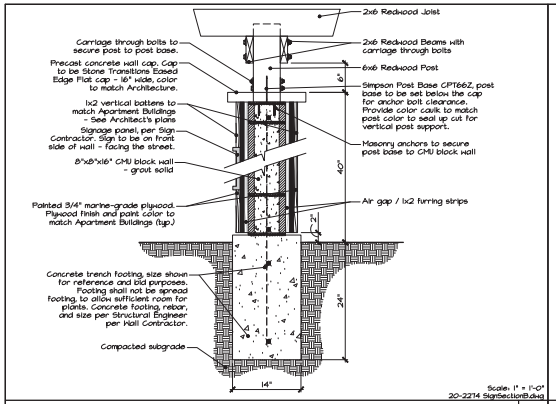
Creekside Terrace Apartments
118 Fournier Road
Mariposa, CA 95338

elf-Help Enterprises
145 W. Elowin Court
salia, CA 93291
59)802-1653

r original size of this drawing is 24" x 36". If the plan is a ferent size than 24x36 do not scale off of the drawing.

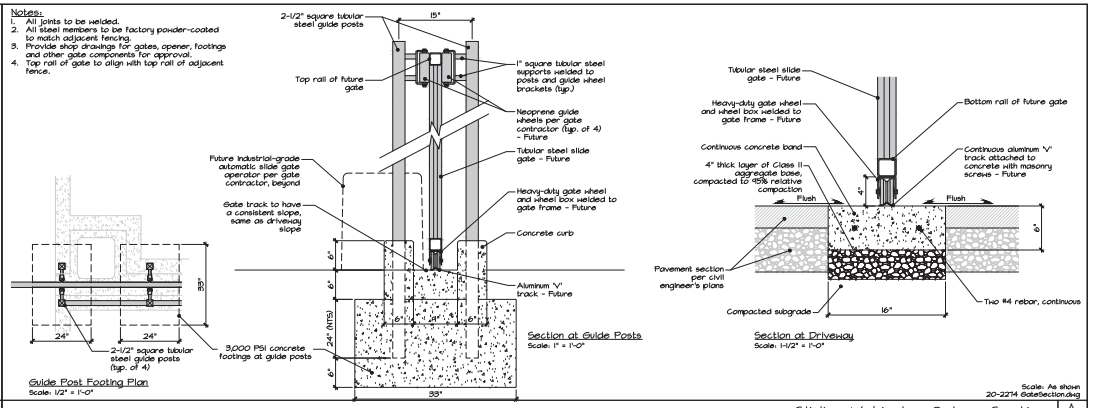
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Date: November 30, 2020
Drawn\Checked: NAB / TDF / TMH
Project No.: 20-2274
Sheet Number: L1.1



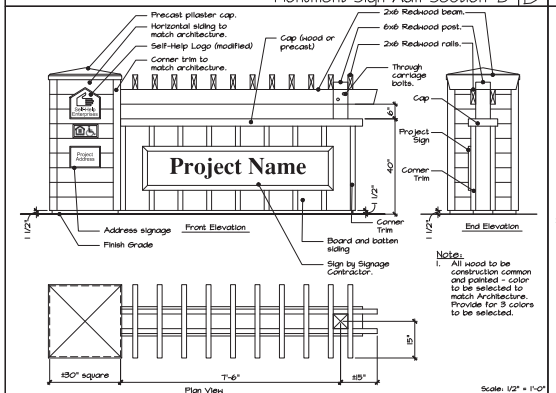
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20-2274 SignSectionB.dwg

Monument Sign Wall Section 'B' | D



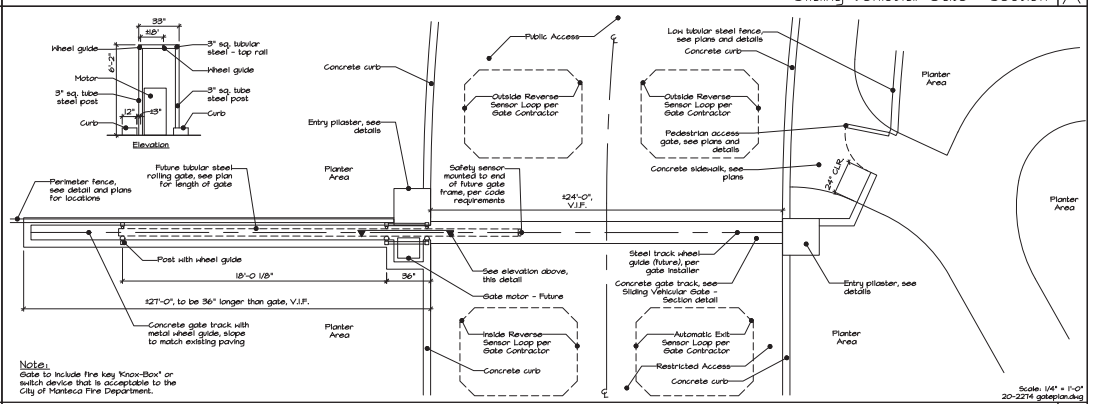
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20-2274 GateSection.dwg

Sliding Vehicular Gate - Section | A



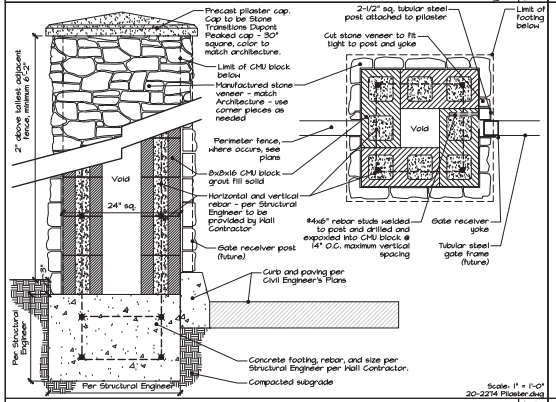
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20-2274-MonumentSign.dwg

Monument Sign | E



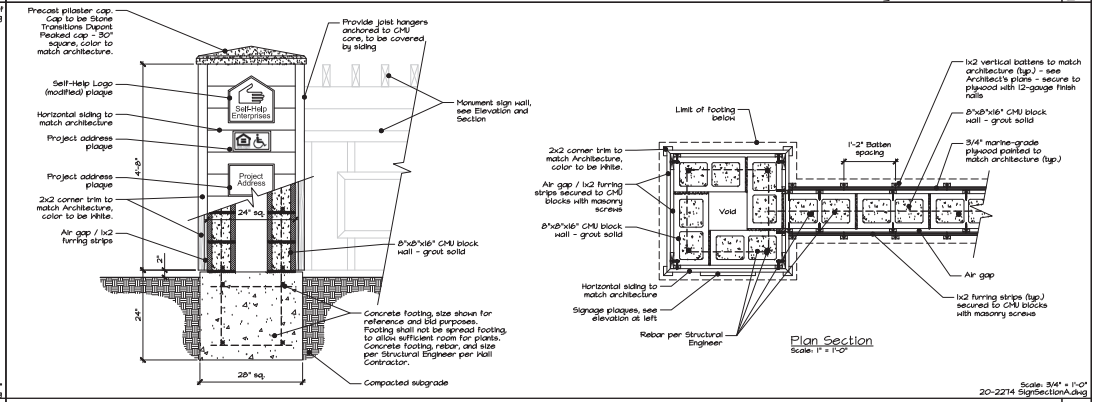
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20-2274 gateplan.dwg

Sliding Vehicular Gate Plan | B



Scale: 1" = 1'-0"
20-2274 Pilaster.dwg

Stone Veneered Pilaster | F



Scale: 3/4" = 1'-0"
20-2274 SignSectionA.dwg

Monument Sign Wall Section 'A' | C

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Modification

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) 2020

Creekside Terrace Apartments
118 Fournier Road
ariposa, CA 95338

elf-Help Enterprises
145 W. Elowin Court
ssalia, CA 93291
59)802-1653

s original size of this drawing is 24" x 36". If the plan is a lesser size than 24x36 do not scale off of the drawing.

Construction Details

Scale: See Details
Date: November 30, 2020
Drawn\Checked: NAB / TDF / TMH
Project No.: 20-2274
Sheet Number: L2.3

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2021-___

A resolution approving General Plan/Area Plan/Zoning Amendment No. 2020-167, finding that the updated design review submittal is in substantial conformance with Design Review No. 2019-035, approving amended conditions for Design Review No. 2019-035 and finding the actions are exempt from the California Environmental Quality Act (CEQA); Self-Help Enterprises, applicant. Assessor Parcel Number 012-140-024 and portion of 012-140-023 (legal with 012-140-022)

WHEREAS, an application for a General Plan/Area Plan/Zoning Amendment (GP/ZA) was received on the 4th day of November 2020 from Self-Help Enterprises for a portion of the property located at an unassigned address off of Fournier Road in Mariposa, also known as Assessor Parcel Number 012-140-023 (legal with APN 012-140-022); and

WHEREAS, GP/ZA No. 2020-167 proposed to change the designation from the Single Family Residential-9000 sq. ft. Zone to Multi-Family Residential Zone for an approximately 0.50-acre portion of APN 012-140-023 (legal with APN 012-140-022) in order to allow for the construction of appurtenant improvements associated with a multi-family housing project previously approved on APN 012-140-024; and

WHEREAS, Lot Line Adjustment No. 2020-166 is being processed separately (and concurrently) to modify the boundaries of APN 012-140-024 to include the approximately 0.50-acre portion of APN 012-120-023; and

WHEREAS, on the 3rd day of February 2021 final design review and site plan details for Design Review No. 2019-035 were submitted, which included requests to modify several conditions of project approval; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a duly noticed Planning Commission public hearing was scheduled for the 12th day of February 2021; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, environmental determination, testimony presented by the public concerning the application, and the comments of the applicants; and

WHEREAS, the Planning Commission adopted Resolution No. 2021-005, recommending that the Board of Supervisors find that the project (the GP/ZA for the added approximately 0.50-acre area, review of the updated design details, the development concessions for the fence height standard and the on-site power line undergrounding requirement, and the modification of conditions for power line undergrounding, timing of proof of affordability, installation of water lines under Mariposa Creek, and access road width) is exempt from environmental review, approve General Plan/Area Plan/Zoning Amendment No. 2020-167 with findings, find that the design details and site plans submitted for Design Review No. 2019-035 are in compliance with the previous approval, and approve amended conditions; and

WHEREAS, a duly noticed Board of Supervisors public hearing was scheduled for the 2nd day of March 2021; and

WHEREAS, a Staff Report packet for the Board of Supervisors was prepared pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet, testimony presented by the public and the applicant concerning the application, and comments and recommendations from the Planning Commission.

NOW BE IT THEREFORE RESOLVED THAT, the Board of Supervisors of the County of Mariposa does hereby find that the project is exempt from environmental review.

BE IT FURTHER RESOLVED THAT, the approximately 0.50 acre portion of land to be reclassified and rezoned from Single Family Residential (9,000 square feet) to Multi-Family Residential is a portion of Assessor Parcel Number 012-140-023, as shown on the map in Exhibit 1 and described in Exhibit 2. The entirety of amended APN 012-140-024, as modified by Lot Line Adjustment No. 2020-166, will be within the Multi-Family Residential Zone and land use designation.

BE IT FURTHER RESOLVED THAT, the project approval action is based on the findings shown in Exhibit 3, which are supported by substantial evidence in the public record.

BE IT FURTHER RESOLVED THAT, the amended conditions of approval and mitigation measures for Design Review No. 2019-035 are shown in Exhibit 4.

BE IT FINALLY RESOLVED THAT, the effective date of the approval of the reclassification of the property pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-166 shall be the effective date of the ordinance adopted to rezone the property pursuant to General Plan/Area Plan/Zoning Amendment No. 2019-036.

ON MOTION BY Supervisor , seconded by Supervisor ; this resolution is duly passed and adopted this 2nd day of March 2021, both by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

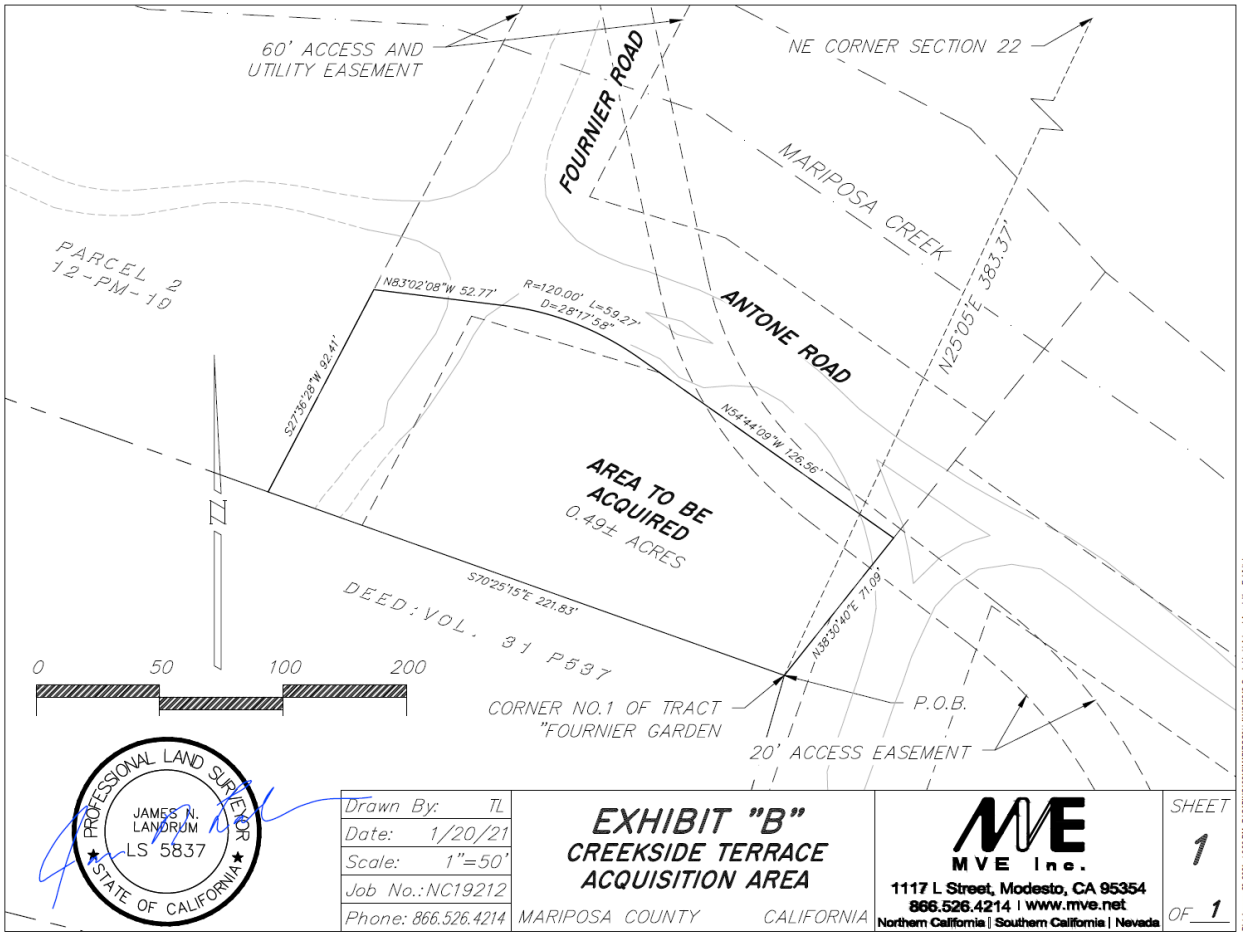
_____
René LaRoche
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

Exhibit 1 – "Area to be Acquired" to be rezoned and reclassified to Multi-Family Residential



Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

Exhibit 2 – Legal description of area to be rezoned and reclassified to Multi-Family Residential

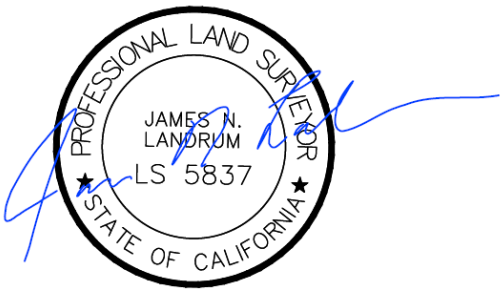
All that certain real property situated in the County of Mariposa, State of California, and is described as follows:

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 6 courses:

1. N38°30'40"E a distance of 71.09 feet;
2. Thence N54°44'09"W a distance of 126.56 feet to 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 S70°25'15"E a distance of 221.83 feet to the **POINT OF BEGINNING**.

CONTAINING 21,241 SQUARE FEET OR 0.49 ACRES, MORE OR LESS.

END OF DESCRIPTION



Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

Exhibit 3

Findings for General Plan/Area Plan/Zoning Amendment No. 2020-167 and Amended Conditions for Design Review No. 2019-035

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/Area Plan/Zoning Amendment Application No. 2020-167 and Amended Conditions for Design Review No. 2019-035:

1. **FINDING:** This amendment is in the general public interest, and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   EVIDENCE: The project will provide an area for stormwater discharge and recreational facilities for an affordable housing in the town of Mariposa. The previously approved housing project will provide 42 units that will be available for low-, very-low, and extremely-low income households and will be restricted by a 55-year affordability covenant. The project site access is proposed to be improved to accommodate a two-lane paved road. The property is located within the Mariposa Town Planning Area, the area of Mariposa County which serves as the central commercial area providing services to residents. Adequate provisions for water, wastewater, garbage, and parking facilities are provided on the project site to ensure that the area will not be negatively impacted. The proposed multi-family residential project will be required to meet all development standards except those waived or reduced in accordance with applicable state law.

2. **FINDING:** This amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long-term guide for County development and a short-term basis for day-to-day decision making.

   EVIDENCE: Amending the land use of the site to the Multi-family Residential land use classification and the rezoning of the subject property to the Multi-Family Residential zoning classification provides a clear plan for development of the stormwater discharge basin and the basketball facilities for the previously approved housing project in a manner consistent with the General Plan. The amendment will allow for support facilities for a multi-family housing project that will provide affordable housing units to residents of Mariposa County. The project is within the boundaries of the Mariposa Town Planning Area, which is the County seat and provides various commercial, government, and health services. Transit services are available close to the project site, to provide residents with public transportation to El Portal and Yosemite, as well as the City of Merced.

3. **FINDING:** This amendment conforms to the requirements of State law and County policy.

   EVIDENCE: State law governing the adoption of general plans requires that the adopted plan include provisions for amendments. Those provisions are included in the adopted Mariposa County General Plan and in the Mariposa County Zoning Code. This application has been processed in accordance with all requirements of State laws and local ordinances.

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

4. **FINDING:** This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

   EVIDENCE: The development of support facilities for an approved affordable housing project is consistent the goals and policies contained in the Housing Element. Policies include achieving an adequate number of housing units to meet the needs of its citizens and housing that is affordable to all economic segments of the community. This project will also assist in meeting the County's Regional Housing Needs Allocation as established by the California Department of Housing and Community Development. The project will provide 42 affordable housing units that are targeted to households below 80% of the County's median income. This includes households in the low-, very-low, and extremely-low income households. The amendment will allow a developer that has identified this site as suitable for their project, to develop an affordable housing project.

5. **FINDING:** The subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development.

   EVIDENCE: The subject parcel is found to be physically suitable for the proposed zoning classification and proposed support facilities for an approved housing project based upon the location of the project site in the Mariposa Town Planning Area. Utilities and infrastructure are available for this property, with access to the project site provided by an access easement that is proposed to be improved to a two-lane paved road. The site is similar to other properties in the town of Mariposa that are already within the Multi-Family Residential Zone and has access to water and sewer connections that are not available to other MFR zoned sites. The majority of the parcels in the immediate vicinity of the project site are vacant with some developed with residences. The proposed project is a residential project that will be consistent with the intended residential use anticipated for the area.

6. **FINDING:** The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

   EVIDENCE: The proposed zoning is logical and desirable in that it provides much needed affordable housing opportunities to residents of the county. The project proposes support facilities for an approved housing project for households below 80% of the median income of the County, which is an area where there is a shortage of affordable housing options.

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

Exhibit 4

Amended Project Conditions for Design Review No. 2019-035

Project Name: Creekside Terrace-Self-Help Enterprises
File Number: GPZA No. 2020-167 and Design Review No. 2019-035
Original Project Approval Date: June 11, 2019
Amended Conditions Approval Date: March 2, 2021

The following *amended* conditions of approval are approved for this project in order to ensure compliance with county codes and policies. A completed and signed checklist indicates that the conditions have been complied with and implemented. Amended text is shown in *italicized font.* Deleted text is shown in ~~double strike thru font.~~

1. General Plan/Area Plan/Zoning Map Amendment application (GPZA No. 2019-036) and Design Review No. 2019-035 changes the designation of a 2.39-acre parcel from Single Family Residential 9,000 square feet to Multi-Family in order to develop a multi-family rental housing development with 42 units. The property is located at 5118 Fournier Road in Mariposa, CA and is also known as Assessor's Parcel Number 012-140-024. The project includes 19 one-bedroom units, 12 two-bedroom units, 11 three-bedroom units, with units ranging from 629-1,200 sq. ft, a centrally located community building, basketball court and a playground. One unit is designated for the on-site manager. The on-site community building will include a computer lab, large room for on-site services, and private office space. The applicant will improve the access from the end of the bridge over Mariposa Creek at Joe Howard Street to the project site entrance to a paved *22-foot wide road where the easement is only 36 feet wide and the remaining road will be* 24-foot wide road, creating reliable all-weather road access to and from the site.
   The project has received a waiver to the height requirements established by County Code to construct 4 three-story buildings up to 45 feet in height. The parking requirements have been reduced as part of a development concession to 42 parking spaces for the units. Additional spaces will be required for the community building office space. *The project has received a development concession to allow for fences in the front yard setback to exceed the three-foot height limit and for the requirement of the undergrounding of power lines to be waived.* These requests are approved pursuant to State law, Government Code Section 65915.

   The proposed project will provide multi-family housing units targeted to low-, very-low, and extremely-low income households. Eleven of the units will be designated as Permanent Supportive Housing. Individuals for these units will be referred through the Coordinated Entry System and services will be provided onsite by Mariposa County Health and Human Services.

   Primary access to the project is from Joe Howard Street to Antone Road to the project site. Water and sewer services are proposed to be obtained from the Mariposa Public Utility District. The developer is encouraged to incorporate sidewalks into the proposed access improvements to provide for pedestrian accessibility.

   As part of the project, improvements to the MPUD water lines will be required. These improvements will require the installation of water lines along Fournier Road, including under Mariposa Creek. The utility

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

line improvements under Mariposa Creek are proposed to be installed using horizontal directional drilling or bore and jack construction, which will avoid the bed, bank, and channel of Mariposa Creek.

(Project Description)

2. Additional project detail information shall be submitted and approved pursuant to Design Review Standards prior to application for any permits necessary to construct any portion of the project. Detailed, dimensioned project plans, including a site plan, grading plan, building plans, landscaping plans, elevations, project sign proposal, and material and color samples shall show that all development standards (except those that have received waivers, reductions, or concessions), including setbacks and all design review architectural theme and guidelines have been met. The approval authority for the Design Review shall be the Planning Commission. Additional conditions of approval may be developed as part of the design review application processing.

   (Section 17.336.060, Mariposa County Code)

3. All proposed road improvements shall be done in accordance with the Mariposa County Improvement Standards. The road from the end of the bridge across Mariposa Creek (from Joe Howard) at Antone Road to the project site entrance shall be improved to a Town Class IV standard, with the following (3) adaptations: 1. Parking lanes can be deleted from section. 2. Sidewalk (on both sides) will not be required. 3. The 4'-6' space for the voided sidewalk must remain on at least one side (as long as area can fit within existing easement). *4. The travel way for the portion of the road that only has a 36-foot-wide easement shall be allowed to be reduced to twenty-two feet wide.* The resulting roadway section shall meet these minimum criteria prior to issuance of a Certificate of Occupancy. The proposed road improvements shall be completed in accordance with the Road Improvement and Circulation Policy (RICP) and the County Improvement Standards and shall be approved by the County Engineer or a licensed civil engineer with a signed, wet-stamped letter indicating that the improvements meet the RICP and the County Improvement Standards. Engineered improvement plans prepared by a Registered Civil Engineer shall be required and approved by the County Engineer prior to commencement on the proposed road improvements. If required, any necessary encroachment permits from the Public Works Department shall be obtained.

   (Applicant Proposal; Chart A and Section II.D.2.a, Road Improvement and Circulation Policy)

4. A road maintenance association shall be formed to provide for the maintenance of the off-site easement roads providing access to the project site (Antone Road). Maintenance shall include, but not be limited to, drainage and erosion control devices, fuel modification, and upkeep of road surfaces. The Road Maintenance Association provisions shall be developed by the applicant so that the project site served by the easement roads shall be responsible for road maintenance. These provisions shall be reviewed and approved by the County Engineer prior to issuance of a Certificate of Occupancy and shall:

   a. Be in effect for the life of the project unless said maintenance is taken over by the County, a special district, or other governmental entity.

   b. Provide for annual maintenance and the immediate correction of emergency and hazard situations.

   c. Include the project parcel.

   d. Provide a mechanism for the road maintenance association to collect delinquent payments or assessments for the maintenance described above by filing a lien on the delinquent properties.

   e. Provide a mechanism for new parcels to be added to the association.

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As an alternative to what is required above, the applicant may join into an existing Road Maintenance Association for Antone Road, if there is one which is active and which generally accomplishes the objectives described in this condition. If the applicant elects this alternative, the applicant shall provide evidence that the subject parcel is legally "joined" into the existing association and shall provide information about the association.

-or-

An alternative, which may be considered would be acceptance by the County of the off-site road into the County maintained road system by the Board of Supervisors. In order to be accepted into the County Road system, offers of dedication would be required by all off-site owners to provide for a continuous easement to a road currently within the County Road system.

(Public Works Department Recommendation; Section II.I, Road Improvement and Circulation Policy)

5. The edges or boundaries of the off-site easement for Antone Road from the project site to the Antone Road bridge over Mariposa Creek shall be staked in the field by a licensed surveyor prior to commencement of work on the proposed road improvements. The staking of the road shall be maintained during road construction activities. The purpose of the staking is to ensure that all required road improvements are contained within the existing easement(s).

   (Planning Department Recommendation)

6. Prior to commencement of work on the proposed road improvements the applicant shall submit information from a Title Company (or other qualified individual as approved by the Planning Director) showing that project site has access through the existing access easements and the ability to improve them. Any additional easement width needed, shall be the responsibility of the project applicant to obtain prior to commencing work on the proposed road improvements.

   (Planning Department Recommendation)

7. All exposed and/or disturbed soils created by grading or construction activities shall be watered down or suppressed during grading operations to reduce the generation of dust and other particulate matter. During non-grading periods, all stockpiles of debris, soil, sand, or other materials shall be protected from wind erosion.

   (Section 17.336.080, Mariposa Count Code)

8. A grading plan and permit must be submitted prior to any grading activities on-site. The work shall be subject to all grading standards, including erosion control requirements.

   (California Building Code Appendix J as Adopted by the Mariposa County Board of Supervisors)

9. The project requires contact with the Regional Water Quality Control Board (RWQCB) to determine if a General Permit for Discharges of Storm Water Associated with Construction Activity is required. If required, the applicant shall obtain the permit prior to commencement of grading activities (on-site or for road work). A copy of the approved permit or evidence that a permit is not required shall be submitted to the Planning Department by the applicant prior to issuance of a grading permit. If a permit is required, all provisions and requirements of the permit shall be completed prior to completion of the project. The applicant shall submit to the Planning Department evidence that the permit requirements have been met to

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the satisfaction of the RWQCB. The applicant shall also be subject to the following RWQCB requirements:

a. Prior to issuance of the grading and/or building permit for the project, the applicant shall submit a SWPPP and a valid WID number issued by the State Regional Water Quality Control Board.
b. Prior to issuance of a certificate of occupancy for the project, the applicant shall provide a sign off showing that all of the conditions have been met and accepted as well as a Notice of Termination from the State Regional Water Quality Control Board.

(State Water Quality Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System)

10. The project shall install and maintain onsite runoff attenuation facilities with sufficient capacity to reduce 100-year project stormwater runoff rates (or as required by the Building Department or County Engineer) to those currently generated by the project site. The project engineered grading plans shall include these facilities. County Engineer approval of the plan is required prior to grading permit issuance. This requirement also applies to the off-site road work.

    (Planning Department Recommendation)

11. A sediment control plan prepared and approved in accordance with the Mariposa County Code Section 17.336.080 shall be required for any and all grading activity that requires a grading permit.

    (Section 17.336.080, Mariposa County Code)

12. Prior to commencement of any construction, CAL FIRE and County Fire shall sign off on the proposed building plans, including improvement plans for the off-site access improvements. All CAL FIRE and County Fire requirements for the project shall be met.

    (Mariposa Planning Department Recommendation)

13. Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays. The Planning Department shall monitor noise through complaints by the neighbors.

    (Mariposa Planning Department Recommendation)

14. The project must comply with the requirements of the ASBESTOS AIRBORNE TOXIC CONTROL MEASURE FOR CONSTRUCTION, GRADING, QUARRYING, AND SURFACE MINING OPERATIONS (https://www.arb.ca.gov/toxics/atcm/asb2atcm.htm) Including but not limited to the submittal of a dust mitigation plan.

    (ASBESTOS AIRBORNE TOXIC CONTROL MEASURE FOR CONSTRUCTION, GRADING, QUARRYING, AND SURFACE MINING OPERATIONS)

15. Provisions shall be made for the on-site storage of all solid waste generated during construction and operation of the project. All solid waste shall be placed in trash bins to maintain the site in a safe and attractive condition. Solid waste which cannot be contained in trash bins on site shall be removed from the site on a weekly basis.

    (Mariposa Planning Recommendation)

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16. All utilities, with the exception of propane storage tanks, shall be underground within the project site. *Power lines shall be allowed to remain overhead and relocated as required*.

    (Section 17.336.060, Mariposa County Code)

17. Connection to the Mariposa Public Utility District (MPUD) water and wastewater services and compliance with the MPUD Fire Protection Ordinance is required. The applicant shall contact MPUD for permit requirements, including any necessary infrastructure to provide adequate fire flows and fire hydrants.

    (Section 17.336.050.B, Mariposa County Code)

18. The telephone company shall be contacted prior to construction in order to coordinate the location of telephone facilities.

    (Sierra Telephone Recommendation)

19. All exterior mechanical equipment located on roof, building, and ground shall be enclosed or screened from public view either by utilizing materials compatible with the building or locating them away from public view. Proposed locations and screening of mechanical equipment shall be reviewed and approved by the Planning Department prior to issuance of a building permit.

    (Section 17.336.060.B.7, Mariposa County Code)

20. Refuse storage areas, dumpsters, and propane tanks shall be enclosed or screened from public view. Proposed locations and screening of these facilities shall be reviewed and approved by the Planning Department prior to issuance of a building permit.

    (Section 17.336.030.B, Mariposa County Code)

21. Prior to the issuance of a building permit, the applicant shall submit a landscaping plan for the site. The landscaping plans shall indicate existing native trees within the development site to be retained. The landscaping plan shall conform with Section 17.336.060.C of County Code, delineating the size, type, and location of landscape plantings as well as proposed irrigation methods. The landscaping plan shall provide for shading and building enhancement in conformance with Section 17.336.060.C.6. of County Code. This plan must be approved by the Planning Director prior to issuance of a building permit. Landscaping must be installed prior to issuance of a Certificate of Occupancy.

    (Section 17.336.060.C, Mariposa County Code)

22. All landscaping shall be maintained in good condition in order to present a healthy and neat appearance for the life of the development. Dead or diseased plants shall be immediately replaced with plants which meet the size requirements of Section 17.336.060 of County Code.

    (Section 17.336.060.C, Mariposa County Code)

23. All exterior lighting fixtures shall be shielded and shall be designed and located to confine lighting directly on the premises. Lighting should be of minimum, but adequate, intensity. Exterior lighting fixtures shall not shine light upon or directly illuminate any surface other than the area required to be lighted. A lighting plan showing the design and location of all exterior lights shall be submitted to the Planning Department.

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The Planning Director shall approve the design of the lighting fixtures prior to issuance of a building permit.

(Mariposa Planning Recommendation)

24. Minor amendments in the configuration and materials of the proposed development may be approved by the Planning Director provided that any expansion does not exceed 10% of the size of area of the approved facility (any amount of a reduction in size of area of the facility may be allowed), and provided a finding can be made that the modification does not create impacts which were not addressed in the original project approval.

    (Mariposa Planning Recommendation)

25. Prior to issuance of a building permit (other than grading) all on-site flammable vegetation shall be removed from each building site a minimum distance of one hundred (100) feet from any flammable building material, including finished structure. This condition shall not apply to vegetation proposed to remain as finished site landscaping, or offsite vegetation.

    (Mariposa Planning Recommendation)

26. Prior to the issuance of a building or grading permit and prior to issuance of a Certificate of Occupancy, all fees associated with the County's processing of this project and filing of associated documents shall be paid.

    (Mariposa Planning Recommendation)

27. Prior to issuance of permits, all fees associated with the County's processing of the map and filing of associated CEQA documents (applicable to the conditional use permit) shall be paid. The Department of Fish and Wildlife CEQA filing fee ($2,354.75 as of January 1, 2019) and County Clerk fee ($50 as of January 1, 2019) shall be paid by the applicant within five (5) working days of the approval of the application (by June 18, 2019), because if the fee is not paid within 5 working days, and the Notice of Determination is not filed with the County Clerk prior to close of business on June 18, 2019 the environmental determination is not operative, vested, or final. (Section 21089(b) Public Resources Code). The County Clerk requires that one check be submitted to cover both of these fees, for a total of **$2404.75.75 (**effective January 1, 2019), and that it be in the form of a cashier's check or money order payable to "Mariposa County;" The County Clerk will not accept a personal check for these fees. Submit the check to Mariposa Planning who will file this fee and other required documents with the County Clerk.

    NOTE: The filing fees are adjusted annually, effective January 1st of each year, pursuant to Fish and Game Code.

    STAFF PROCESSING NOTE: This condition has been met.

28. The Property Owner (Owner) shall indemnify, protect, defend, and hold harmless the County, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the County, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, any approval of the County, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the County, concerning the project and the approvals granted herein. Actions concerning the project and approvals granted shall include, but not be limited to, the environmental determination made pursuant to the California Environmental Quality Act

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

(CEQA) and the National Environmental Policy Act (NEPA). Furthermore, Owner shall indemnify, protect, defend, and hold harmless the County, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the County indemnify and defend such governmental entity. County shall promptly notify the Owner of any claim, action, or proceeding. County will further cooperate in the defense of the action.
An agreement on a form approved by Mariposa County Counsel shall be executed within twenty (20) working days of the date of project action. Non-compliance with this condition may result in revocation of project approval by the county.

STAFF PROCESSING NOTE: This condition has been met.

(Mariposa Planning Recommendation)

29. Prior to issuance of a *Certificate of Occupancy* ~~building permit/grading plan~~, a copy of the covenant restricting the units for affordable housing for 55-years shall be provided to the Planning Department.

    (Mariposa Planning Recommendation)

30. Noncompliance with any of the conditions of approval for Design Review No. 2019-035 may be grounds for revocation of the approval.

    (Mariposa Planning Recommendation)

31. A pre-construction clearance survey shall be conducted by a qualified biologist to ensure that the northwestern pond turtle will not be impacted during Project construction. The pre-construction survey shall be conducted no more than 14 days prior to the start of construction activities, including demolition and site clearing. During this survey, the qualified biologist shall search all potential nesting habitat on the Project site for active turtle nests. If an active turtle nest is found, the qualified biologist shall determine the extent of a construction-free buffer to be established and maintained around the nest for the duration of the nesting cycle. The biologist shall then work with construction personnel to install wildlife exclusion fencing along the buffer. This fencing should be a minimum of 36 inches tall and toed-in 6 inches below ground prior to construction activities. If fencing cannot be toed-in, the bottom of the fence will be weighted down with a continuous line of long, narrow sandbags or similar material, to ensure there are no gaps under the fencing where wildlife could enter. One-way exit funnels directed away from construction activities will be installed to allow turtles and other small wildlife to exit the fenced enclosure. Reports and evidence of mitigation installation shall be provided to the Planning Department prior to commencing construction activities.

    (Mitigation Measure 4.a.1)

32. A pre-construction clearance survey shall be conducted by a qualified biologist to ensure that no roosting special-status bats will be disturbed during the implementation of the project. A pre-construction clearance survey shall be conducted no more than 14 days prior to initiation of construction activities, including demolition and site clearing. During this survey, the qualified biologist shall inspect all potential roosting habitat in and immediately adjacent to the impact areas, including tree snags and outbuildings. If an active roost is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the roost. If work cannot proceed without disturbing roosting bats, work may need to be halted or redirected to other areas until the roost is no longer in use. Reports and evidence of mitigation installation shall be provided to the Planning Department prior to commencing construction activities.

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

(Mitigation Measure 4.a.2)

33. To the extent practicable, construction, including demolition and site clearing, shall be scheduled to avoid the nesting season, which extends from February through August.
If it is not possible to schedule construction between September and January, a pre-construction clearance survey for nesting birds shall be conducted by a qualified biologist to ensure that no active nests will be disturbed during the implementation of the Project. A pre-construction clearance survey shall be conducted no more than 14 days prior to the start of construction activities. During this survey, the qualified biologist shall inspect all potential nest substrates in and immediately adjacent to the impact areas, including within 250 feet in the case of raptor nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the nest. If work cannot proceed without disturbing the nesting birds, work may need to be halted or redirected to other areas until nesting and fledging are completed or the nest has failed for non-construction related reasons.

(Mitigation Measure 4.d.1)

34. In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement project conditions of approval, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

(Mitigation Measure 5.c.1)

Attachment: Draft Board Resolution (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: General Plan/Area Plan/Zoning Amendment No. 2020-167 and Amended Conditions for Design Review No. 2019-035

Project Location: 5118 Fournier Road, Mariposa, CA (APNs 012-140-024 and 012-140-023/012-140-022)

Description of Project: **General Plan/Area Plan/Zoning Map Amendment application (GP/ZA No. 2020-167)**

Project proposes to change the designation of an approximately 0.50-acre portion of APN 012-140-023 from Single Family Residential 9,000 square feet to Multi-Family Residential in order to develop a stormwater detention basin and basketball half-court for a 42-unit multi-family housing project that was previously approved on APN 012-240-024. The previous approvals were completed in 2019 through GP/ZA No. 2019-036 and Design Review No. 2019-035. A lot line adjustment is currently in process to include this approximately 0.50-acre portion with APN 012-240-024 for the stormwater detention basin and basketball half-court.

Amended Conditions for Design Review No. 2019-035 was previously approved but is scheduled for Planning Commission and Board of Supervisors review as requested by the Planning Commission and Board of Supervisors for review of final design information. The project will include a total of 42 residential units with 18 one-bedroom units, 13 two-bedroom units, and 11 three-bedroom units, with units ranging in size from 629 sq. ft. to 1,200 sq. ft, a centrally located community building, basketball half-court and a playground. One unit will be designated for the on-site manager. The on-site community building will include a computer lab, large room for on-site services, and private office space. The applicant has proposed to improve the access from the end of the bridge over Mariposa Creek at Joe Howard Street to the project site entrance.

The project previously received development concessions from existing development standards to reduce the number of required parking and allow the height of the structures to exceed the 35-foot maximum height limit established by County Code. Additionally, the applicant is requesting a development concession to allow fencing to exceed height limits in the front yard setbacks to install a fence up to six feet in height. The project has also requested a development concession to waive the requirement that all power lines on the project site be undergrounded. These requests were previously made and are now being made pursuant to State law in order to be able to develop the project.

Attachment: Draft Notice of Exemption (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

Pursuant to these requested concessions, changes to project conditions are being requested. This will entail modifying conditions to allow for the waiver to the undergrounding of utilities requirement and a modification to required timing of the proof of affordability to before Certificate of Occupancy.

A modification to the project proposal is also being requested for the required road improvement width. The initial portion of Antone Road only has a 36-foot-wide easement. For this portion of the road, it has been requested that the travel way be reduced to 22 feet wide. The rest of the road will be improved to a 24-foot-wide travel way.

As part of the project, improvements to the MPUD water lines will be required. These improvements will require the installation of water lines along Fournier Road, including under Mariposa Creek. The utility line improvements under Mariposa Creek are proposed to be installed using horizontal directional drilling or bore & jack construction, which will avoid the bed, bank, and channel of Mariposa Creek.

The project will provide multi-family housing units targeted to low-, very-low, and extremely-low income households. Eleven of the units will be designated as Permanent Supportive Housing. Individuals for these units will be referred through the Coordinated Entry System and services will be provided on-site by Mariposa County Health and Human Services.

Primary access to the project is proposed to be from Joe Howard Street to Antone Road to the project site. Water and sewer services are proposed to be obtained from the Mariposa Public Utility District (MPUD).

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency Carrying Out Project: Self-Help Enterprises Inc.

Exempt Status: Statutory Exemption [Section 15282(k)], General Rule Exemption; Section 15061, CEQA Guidelines, and Class 4 Categorical Exemption [Section 15304(a)]

Reasons Why Project is Exempt: Section 15282(k) of the CEQA Guidelines statutorily exempts pipeline projects less than one mile in length including the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline. The project proposes construction of pipeline of less than 1 mile, within an existing utility easement, therefore, this exemption applies. The water line includes a directional boring under Mariposa Creek. The directional boring will not divert or obstruct the natural flow of Mariposa Creek; will not change the bed, channel, or bank of Mariposa Creek; will not use material from Mariposa Creek; and will not deposit or dispose of material into Mariposa Creek.

It can be seen with certainty that the General Plan/Zoning Amendment for the approximately 0.50-acre portion will not cause a significant effect on the environment. The intended use of the area for a ponding basin and basketball court for an already approved 42-unit multi-family housing project will not increase development over and above what is existing and approved. The ponding basin and basketball court are appurtenant to the approved housing project and will not increase the number of housing units or the traffic associated with the approved project. Based on the information provided, no impacts are expected to occur. Additionally, the area will be covered by existing mitigation measures that are in place for the already approved multi-family housing project.

Attachment: Draft Notice of Exemption (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

The project is also consistent with the Class 4 Categorical Exemption (State CEQA Guidelines Section 15304) which exempts Minor Alterations to Land such as grading for the earthen ponding basin and a basketball court. The grading and basketball court are on lands which are less than 10% grade and are not in a wetland or scenic area.

Based on the above project description and existing setting, the exceptions to the Class 4 Categorical Exemption, as listed in Section 15300.2 of the State CEQA Guidelines, do not preclude the applicability of the use of the categorical exemption. Based on the information provided, it is hereby concluded that no significant environmental impacts will occur and the project, as proposed, is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency Contact Person: Alvaro Arias, Deputy Director

Phone Number: (209) 966-5151

_____ _____

Sarah Williams
Planning Director

Date

Attachment: Draft Notice of Exemption (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help Enterprises-

Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

Guide to the California Density Bonus Law

BY JON GOETZ AND TOM SAKA



REVISED JANUARY 2017

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Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help



Introduction and Overview

Savvy housing developers are taking advantage of California's Density Bonus Law, a mechanism which allows them to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 35% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The Density Bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land use requirements and local political issues.

- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.

- Special development bonuses are available for developers of commercial projects who partner with affordable housing developers to provide onsite or offsite affordable housing. Special bonuses are also available for condominium conversion projects and projects that include child care facilities.

Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

How the Density Bonus Works

PROJECTS ENTITLED TO A DENSITY BONUS

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very low income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low income level.
- The project donates at least one acre of land to the city or county for very low income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.
- The project is a senior citizen housing development (no affordable units required).
- The project is a mobilehome park age-restricted to senior citizens (no affordable units required).

DENSITY BONUS AMOUNT

The amount of the density bonus is set on a sliding scale, based upon the percentage of affordable units at each income level, as shown in the chart on the following page.



Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

DENSITY BONUS CHART*

AFFORDABLE UNIT PERCENTAGE**	VERY LOW INCOME DENSITY BONUS	LOW INCOME DENSITY BONUS	MODERATE INCOME DENSITY BONUS	LAND DONATION DENSITY BONUS	SENIOR/FOSTER YOUTH/ DISABLED VETS/ HOMELESS
5%	20%	-	-	-	20%
6%	22.5%	-	-	-	20%
7%	25%	-	-	-	20%
8%	27.5%	-	-	-	20%
9%	30%	-	-	-	20%
10%	32.5%	20%	5%	15%	20%
11%	35%	21.5%	6%	16%	20%
12%	35%	23%	7%	17%	20%
13%	35%	24.5%	8%	18%	20%
14%	35%	26%	9%	19%	20%
15%	35%	27.5%	10%	20%	20%
16%	35%	29%	11%	21%	20%
17%	35%	30.5%	12%	22%	20%
18%	35%	32%	13%	23%	20%
19%	35%	33.5%	14%	24%	20%
20%	35%	35%	15%	25%	20%
21%	35%	35%	16%	26%	20%
22%	35%	35%	17%	27%	20%
23%	35%	35%	18%	28%	20%
24%	35%	35%	19%	29%	20%
25%	35%	35%	20%	30%	20%
26%	35%	35%	21%	31%	20%
27%	35%	35%	22%	32%	20%
28%	35%	35%	23%	33%	20%
29%	35%	35%	24%	34%	20%
30%	35%	35%	25%	35%	20%
31%	35%	35%	26%	35%	20%
32%	35%	35%	27%	35%	20%
33%	35%	35%	28%	35%	20%
34%	35%	35%	29%	35%	20%
35%	35%	35%	30%	35%	20%
36%	35%	35%	31%	35%	20%
37%	35%	35%	32%	35%	20%
38%	35%	35%	33%	35%	20%
39%	35%	35%	34%	35%	20%
40%	35%	35%	35%	35%	20%

*All density bonus calculations resulting in fractions are rounded up to the next whole number.
**Affordable unit percentage is calculated excluding units added by a density bonus.

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REQUIRED INCENTIVES AND CONCESSIONS

In addition to the density bonus, the city or county is also required to provide one or more "incentives" or "concessions" to each project which qualifies for a density bonus (except that market rate senior citizen projects with no affordable units, and land donated for very low income housing, do not appear to be entitled to incentives or concessions). A concession or incentive is defined as:

- A reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in setback or minimum square footage requirements; or
- Approval of mixed use zoning; or
- Other regulatory incentives or concessions which actually result in identifiable and actual cost reductions.

The number of required incentives or concessions is based on the percentage of affordable units in the project:

- For projects with at least 5% very low income, 10% lower income or 10% moderate income units, one incentive or concession is required.
- For projects with at least 10% very low income, 20% lower income or 20% moderate income units, two incentives or concessions are required.
- For projects with at least 15% very low income, 30% lower income or 30% moderate income units, three incentives or concessions are required.

The city or county is required to grant the concession or incentive proposed by the developer unless it finds that the proposed concession or incentive does not result in identifiable and actual cost reductions, would cause a public health or safety problem, would cause an environmental problem, would harm historical property, or would be contrary to law. New legislation effective in 2017 restricts the types of information and reports that a developer may be required to provide to the local jurisdiction in order to obtain the requested incentive or concession. The local jurisdiction has the burden of proof in the event it declines to grant a requested incentive or concession. Financial incentives, fee waivers and reductions in dedication requirements may be, but are not required to be, provided by the city or county. The developer may be entitled to the incentives and concessions even without a request for a density bonus.

OTHER FORMS OF ASSISTANCE

A development qualifying for a density bonus also receives two additional forms of assistance which have important benefits for a housing project:

- **Waiver or Reduction of Development Standards.** If any other city or county development standard would physically prevent the project from being built at the permitted density and with the granted concessions/incentives, the developer may propose to have those standards waived or reduced. The city or county is not permitted to apply any development standard which physically precludes the construction of the project at its permitted density and with the granted concessions/incentives. The city or county is not required to waive or reduce development standards that would cause a public health or safety problem, cause an environmental problem, harm historical property, or would be contrary to law. The waiver or reduction of a development standard does not count as an incentive or concession, and there is no limit on the number of development standard waivers that may be requested or granted. Development standards which have been waived or reduced utilizing this section include setback requirements and lot coverage requirements. This ability to force the locality to modify its normal development standards is sometimes the most compelling reason for the developer to structure a project to qualify for the density bonus.

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- **Maximum Parking Requirements.** Upon the developer's request, the city or county may not require more than the following parking ratios for a density bonus project:

  - 1 onsite parking space for studio and one bedroom units
  - 2 onsite parking spaces for two and three bedroom units
  - 2.5 onsite parking spaces for units with four or more bedrooms

  Lower parking ratios apply to specified projects:

  - 0.5 spaces per bedroom for rental or for sale projects with at least 11% very low income or 20% lower income units, and within one-half mile of an accessible major transit stop
  - 0.5 spaces per unit for rental projects which are 100% affordable to lower income households, and within one-half mile of an accessible major transit stop
  - 0.5 spaces per unit for rental senior projects which are 100% affordable to lower income households, and have paratransit service or are within one-half mile of accessible fixed bus route service operating at least eight times per day
  - 0.3 spaces per unit for rental special needs projects which are 100% affordable to lower income households and have paratransit service or are within one-half mile of accessible fixed bus route service operating at least eight times per day
  - Local jurisdictions can require higher parking ratios if supported by a specified study.



Onsite spaces may be provided through tandem or uncovered parking, but not onstreet parking. Requesting these parking standards does not count as an incentive or concession, but the developer may request further parking standard reductions as an incentive or concession. This is one of the most important benefits of the density bonus statute. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units. In higher density developments requiring the use of structured parking, the construction cost of structured parking is very expensive, costing upwards of $20,000 per parking space. While this provision of the density bonus statute can be used to reduce excessive parking requirements, care must be taken not to impact the project's marketability by reducing parking to minimum requirements which lead to parking shortages.

AFFORDABLE HOUSING RESTRICTIONS

- **Rental Units.** Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2015, the income and rent restrictions must remain in place for a 55 year term for very low or lower income units (formerly only a 30 year term was required). Rents must be restricted as follows:

  - For very low income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.

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- For lower income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- For moderate income units, rents may not exceed 30% x 110% of the area median income for a household size suitable for the unit.
- Area median income is determined annually by regulation of the California Department of Housing and Community Development, based upon median income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc.

In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

- **For Sale Units.** Affordable for sale units must be sold to the initial buyer at an affordable housing cost. Housing related costs include mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utilities allowance, insurance premiums, maintenance costs, and space rent.

  - For very low income units, housing costs may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
  - For lower income units, housing costs may not exceed 30% x 70% of the area median income for a household size suitable for the unit.
  - For moderate income units, housing costs may not exceed 35% x 110% of the area median income for a household size suitable for the unit.
  - Buyers must enter into an equity sharing agreement with the city or county, unless the equity sharing requirements conflict with the requirements of another public funding source or law. The equity sharing agreement does not restrict the resale price, but requires the original owner to pay the city or county a portion of any appreciation received on resale.
  - The city/county percentage of appreciation is the purchase price discount received by the original buyer, plus any down payment assistance provided by the city/county. (For example, if the original sales price is $200,000, and the original fair market value is $250,000, and there is no city/ county down payment assistance, the city/ county subsidy is $50,000, and the city/ county's share of appreciation is 20%).
  - The seller is permitted to retain its original down payment, the value of any improvements made to the home, and the remaining share of the appreciation.



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- The income and affordability requirements are not binding on resale purchasers (but if other public funding sources or programs are used, the requirements may apply to resales for a fixed number of years).

HOW THE DENSITY BONUS WORKS FOR SENIOR PROJECTS

As shown in the Density Bonus Chart above, a senior citizen housing development of at least 35 units meeting the requirements of Section 51.3 or 51.12 of the Civil Code qualifies for a 20% density bonus. This is a very desirable option for senior housing developments. In jurisdictions where the local ordinances do not reduce the parking requirements for senior housing developments, the reduced parking requirements alone may justify applying for a density bonus.

HOW THE DENSITY BONUS WORKS FOR COMMERCIAL PROJECTS

Legislation effective in 2017 requires that cities and counties provide a "development bonus" to commercial developers who partner with affordable housing developers for the construction of affordable housing on the commercial project site, or offsite within the jurisdiction located near schools, employment and a major transit stop. The commercial developer may participate through the donation of land or funds for the affordable housing, or direct construction of the housing units. The partnership between the commercial developer and the affordable developer can occur through a newly formed legal entity such as a corporation, LLC or partnership, or can take the shape of a contractual agreement between the parties. To be eligible for the development bonus, at least 30% of the housing units must be restricted to lower income residents or 15 % of the housing units must be restricted to very low income residents. Unlike the primary Density Bonus Law, there is no fixed amount of increased density awarded to the developer. Instead, the development bonus can be any mutually agreeable incentive, including up to a 20% increase in development intensity, floor area ratio, or height limits, up to a 20% reduction in parking requirements, use of a limited use elevator, or an exception to a zoning ordinance or land use requirement. Commercial developers who need extra leverage to obtain more favorable development standards for their project may want to consider providing affordable housing in order to take advantage of the benefits of the development bonus.

HOW THE DENSITY BONUS WORKS FOR CONDOMINIUM CONVERSION PROJECTS

The density bonus statute provides for a density bonus of up to 25% for condominium conversion projects providing at least 33% for the total units to low or moderate income households or 15% of the units to lower income households. Many condominium conversion projects are not designed in a manner that allows them to take advantage of the opportunity to construct additional units, but some projects may find this helpful. While condominium conversions are not presently a viable development alternative, this provision may be of some value in limited situations in the future.

HOW THE DENSITY BONUS WORKS FOR CHILD CARE

Housing projects that provide child care are eligible for a separate density bonus equal to the size of the child care facility. The child care facility must remain in operation for at least the length of the affordability covenants. A percentage of the child care spaces must also be made available to low and moderate income families. A separate statute permits cities and counties to grant density bonuses to commercial and industrial projects of at least 50,000 square feet, when the developer sets aside at least 2,000 square feet in the building and 3,000 square feet of outside space for a child care facility.

HOW TO OBTAIN A DENSITY BONUS THROUGH LAND DONATION

Many market rate housing developers are uncomfortable with building and marketing affordable units themselves, whether due to their lack of experience with the affordable housing process or because of their

Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

desire to concentrate on their core market rate homes. Other developers may have sites that are underutilized in terms of project density. The density bonus law contains a special sliding scale bonus for land donation which allows those developers to turn over the actual development of the affordable units to local agencies or experienced low income developers. The density bonus is available for the donation of at least an acre of fully entitled land, with all needed public facilities and infrastructure, and large enough for the construction of a high density very low income project containing 10% of the total homes in the development. The parcel must be located within the boundary of the proposed development or, subject to the approval of the jurisdiction, within one-fourth mile of the boundary of the proposed development. The more units that can be built on the donated land, the larger the density bonus. Because of the parcel size requirements, this option is only practical for larger developments. The land donation density bonus can be combined with the regular density bonus provided for the development of affordable units, up to a maximum 35% density bonus. A master planned community developer needs to carefully evaluate the land donation option as opposed to engaging an affordable housing developer to fulfill the project's affordable housing obligations. In many cases the master developer will prefer to control the affordable component of the project through a direct agreement with the affordable housing developer, rather than allowing the local government to control the project.

How the Density Bonus Can Help in a Friendly Jurisdiction

While the density bonus law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool in jurisdictions which favor the proposed project and want to provide support. Planners in many cities and counties may be disposed by personal ideology or local policy to encourage the construction of higher density housing and mixed use developments near transit stops and downtown areas, but are hampered by existing general plan standards and zoning from approving these sorts of projects. Elected officials often support these projects too, but may find it politically difficult to oppose neighborhood and environmental groups over the necessary general plan amendments, zoning changes and CEQA approvals.

The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the density bonus law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements. Friendly local officials may encourage the use of the density bonus to "force" the jurisdiction to approve a desired project.

How the Density Bonus Law Can Help in a Hostile Jurisdiction

It is important to know that the density bonus is a state law requirement which is mandatory on cities and counties, even charter cities which are free from many other state requirements. A developer who meets the law's requirements for affordable or senior units is entitled to the density bonus and other assistance as of right, regardless of the locality's desires (subject to limited health and safety exceptions). The density bonus statute can be used to achieve reductions in development standards or the granting of concessions or incentives from jurisdictions that otherwise would not be inclined to grant those items. Examples might include a reduction in parking standards if those standards are deemed excessive by the developer, or other reductions in development standards if needed to achieve the total density permitted by the density bonus.

Developers who nonetheless encounter hostility from local jurisdictions are provided several tools to ensure that a required density bonus is actually granted. Developers are entitled to an informal meeting with a local jurisdiction which fails to modify a requested development standard. If a developer successfully sues the locality to enforce the density bonus requirements, it is entitled to an award of its attorneys' fees. The obligation to pay a developer's attorneys' fees is a powerful incentive for local jurisdictions to voluntarily comply with the state law density bonus requirements, even when the jurisdiction is not in favor of its effects on the project.

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CEQA Issues in Density Bonus Projects

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

A 2011 case, *Wollmer v. City of Berkeley*, clarified the use of the CEQA infill exemption for density bonus projects. In that case, an opponent of a Berkeley density bonus project challenged the City's use of the urban infill exemption on the grounds that the City's modifications and waivers of development standards, as required under the density bonus law, meant that the project was not consistent with existing zoning. The court rejected that argument, finding that the modifications required by the density bonus law did not disqualify the project from claiming the exemption.

Not all density bonus projects will qualify for one of these CEQA exemptions, however. Sometimes the additional density provided to non-exempt projects may bring the project out of the coverage of an existing CEQA approval for a general plan, specific plan or other larger project. For instance, if a previously approved environmental impact report analyzed a 100 unit project as the largest allowed under existing zoning, but the developer is able to qualify for 120 units with a density bonus, the existing EIR may not cover the larger project. The larger density bonus project may require additional CEQA analysis for approval.



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Many of California's cities and counties have adopted inclusionary housing ordinances, which typically require that a specified percentage of units in a new housing development be restricted as affordable units. The inclusionary requirements significantly reduce income from rental units and sales prices of for-sale homes. In today's tight housing market, compliance with local inclusionary requirements may make many projects economically infeasible. The density bonus provides one method for developers to improve the economics of their project while still complying with the inclusionary A 2013 case, *Latinos Unidos del Valle de Napa y Solano v. County of Napa*, held that inclusionary units qualify housing requirements as affordable units for purposes of the density bonus law. The case confirmed that the density bonus is a financial tool available to help developers achieve city and county inclusionary housing requirements.

Local inclusionary housing ordinances are currently in a state of uncertainty due to recent case law. A 2009 case, *Palmer/Sixth Street Properties, L.P. v. City of Los Angeles*, held that inclusionary housing requirements violate the Costa-Hawkins Act, which allows owners of residential rental housing to establish the initial rental rates for housing units without being subject to government rent limits. However, there are exceptions to the Costa-Hawkins rent control prohibition for developers who receive assistance under the density bonus law or who receive direct financial assistance from a public agency. Localities with inclusionary housing ordinances may welcome a developer's use of the density bonus law because this will effectively prevent the developer from challenging the applicability of the inclusionary housing ordinance.

Density Bonus and Replacement Housing

Developers obtaining a density bonus are required to replace existing units which were previously occupied by very low or lower income households or subject to rent control, when those units have been demolished or vacated prior to the density bonus application. As a result of uncertainty about how to apply these standards when the income levels of prior residents is unknown, legislation effective in 2017 establishes a rebuttable presumption for the income level of the replacement unit when the income level of the actual prior resident is unknown.

Density Bonus in the Coastal Zone

When affordable housing is proposed in the coastal zone, the Density Bonus Law's focus on encouraging the development of affordable housing could clash with the California Coastal Act's focus on environmental protection. In these circumstances, the Legislature and the courts have indicated that the Coastal Act takes precedence over the Density Bonus Law. In the 2016 case of *Kalnel Gardens, LLC v. City of Los Angeles*, the court wrote that "the Legislature appears to have struck a balance between the Coastal Act and the Density Bonus Act by requiring local agencies to grant density bonuses unless doing so would violate the Coastal Act. We therefore hold that section 65915 is subordinate to the Coastal Act and that a project that violates the Coastal Act as the result of a density bonus may be denied on that basis."

Density Bonus – A Flexible Tool

The Density Bonus Law can be a powerful tool for different types of development projects, whether they are traditional affordable housing projects, predominantly market rate housing developments, or senior projects. Obtaining greater density can help the developer of any project bring costs and financing sources into line by putting more homes on the land, reducing the per unit land costs. Use of the favorable parking requirements can reduce the amount of costly land needed for parking. The incentives and concessions to be provided by the local government can provide a helpful way to modify development requirements which may stand in the way of a successful project. Of course there is a price to pay for these benefits - the affordable units need to earn the density bonus. Developers need to make a cost-benefit determination whether the cost of compliance is worth the benefits. But the Density Bonus Law is unquestionably a useful option for housing developers trying to make financial sense of projects in today's economy.

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Density Bonus Statutes

Government Code Sections 65915 – 65918. Effective as of January 1, 2017

65915. (a) (1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall comply with this section. A city, county, or city and county shall adopt an ordinance that specifies how compliance with this section will be implemented. Failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section.

(2) A local government shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit a local government from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p).

(3) In order to provide for the expeditious processing of a density bonus application, the local government shall do all of the following:

(A) Adopt procedures and timelines for processing a density bonus application.

(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.

(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with Section 65943.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:
(A) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

(D) Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), or (E) of paragraph (1).

(3) For the purposes of this section, "total units" or "total dwelling units" does not include units added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

(c) (1) An applicant shall agree to, and the city, county, or city and county shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Section 50053 of the Health and Safety Code.

(2) An applicant shall agree to, and the city, county, or city and county shall ensure that, the initial occupant of all for-sale units that qualified the applicant for the award of the density bonus are persons and families of very low, low, or moderate income, as required, and

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that the units are offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code. The local government shall enforce an equity sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following apply to the equity sharing agreement:

(A) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.

(B) For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(C) For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).

(ii) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(B) For the purposes of this paragraph, "replace" shall mean either of the following:
(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of

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Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city, county, or city and county may do either of the following:

(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) Require that the units be replaced in compliance with the jurisdiction's rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction's rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.

(D) For purposes of this paragraph, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if his or her application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:
(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development.

(B) Two incentives or concessions for projects that include at least 20 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.

(C) Three incentives or concessions for projects that include at least 30 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical

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Resources. The city, county, or city and county shall establish procedures for carrying out this section, that shall include legislative body approval of the means of compliance with this section.

(4) The city, county, or city and county shall bear the burden of proof for the denial of a requested concession or incentive.

(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. An applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

PERCENTAGE VERY LOW-INCOME UNITS	PERCENTAGE DENSITY BONUS
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

PERCENTAGE VERY LOW-INCOME UNITS	PERCENTAGE DENSITY BONUS
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

PERCENTAGE MODERATE-INCOME UNITS	PERCENTAGE DENSITY BONUS
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12

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18	13
19	14
20	15
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23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

PERCENTAGE VERY LOW INCOME	PERCENTAGE DENSITY BONUS
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of a city, county, or city and county to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary

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for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government prior to the time of transfer.

(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.

(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility.

(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(A) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

(4) "Child care facility," as used in this section, means a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and schoolage child care centers.

(i) "Housing development," as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, "housing development" also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, "study" does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code).

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

(2) "Maximum allowable residential density" means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

(p) (1) Except as provided in paragraphs (2) and (3), upon the request of the developer, a city, county, or city and county shall not require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space.

(B) Two to three bedrooms: two onsite parking spaces.

(C) Four and more bedrooms: two and one-half parking spaces.

(2) Notwithstanding paragraph (1), if a development includes the maximum percentage of low-income or very low income units provided for in paragraphs (1) and (2) of subdivision (f) and is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of handicapped and guest parking, that exceeds 0.5 spaces per bedroom. For purposes of this subdivision, a development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.

(3) Notwithstanding paragraph (1), if a development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety Code, then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of handicapped and guest parking, that exceeds the following ratios:

(A) If the development is located within one-half mile

Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, and there is unobstructed access to the major transit stop from the development, the ratio shall not exceed 0.5 spaces per unit.

(B) If the development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code, the ratio shall not exceed 0.5 spaces per unit. The development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(C) If the development is a special needs housing development, as defined in Section 51312 of the Health and Safety Code, the ratio shall not exceed 0.3 spaces per unit. The development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(4) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through onstreet parking.

(5) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).

(6) This subdivision does not preclude a city, county, or city and county from reducing or eliminating a parking requirement for development projects of any type in any location.

(7) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdictionwide parking study in the last seven years, then the city, county, or city and county may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The city, county, or city and county shall pay the costs of any new study. The city, county, or city and county shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.

(8) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.

(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.

65915.5.

(a) When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code, or 15 percent of the total units of the proposed condominium project to lower income households as defined in Section 50079.5 of the Health and Safety Code, and agrees to pay for the reasonably necessary administrative costs incurred by a city, county, or city and county pursuant to this section, the city, county, or city and county shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value. A city, county, or city and county may place such reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value as it finds appropriate, including, but not limited to, conditions which assure continued affordability of units to subsequent purchasers who are persons and families of low and moderate income or lower income households.

(b) For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

(c) For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require a city, county, or city and county to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city, county, or city and county might otherwise apply as conditions of conversion approval.

(d) An applicant for approval to convert apartments to a condominium project may submit to a city, county, or city and county a preliminary proposal pursuant to this section prior to the submittal of any formal requests for subdivision map approvals. The city, county, or city and

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county shall, within 90 days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section. The city, county, or city and county shall establish procedures for carrying out this section, which shall include legislative body approval of the means of compliance with this section.

(e) Nothing in this section shall be construed to require a city, county, or city and county to approve a proposal to convert apartments to condominiums.

(f) An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were provided under Section 65915.

(g) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the condominium project is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed condominium project replaces those units, as defined in subparagraph (B) of paragraph (3) of subdivision (c) of Section 65915, and either of the following applies:

(1) The proposed condominium project, inclusive of the units replaced pursuant to subparagraph (B) of paragraph (3) of subdivision (c) of Section 65915, contains affordable units at the percentages set forth in subdivision (a).

(2) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(h) Subdivision (g) does not apply to an applicant seeking a density bonus for a proposed housing development if their application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

65915.7.

(a) When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in subdivision (c) to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in subdivision.

(b) Housing shall be constructed on the site of the commercial development or on a site that is all of the following:

(1) Within the boundaries of the local government.

(2) In close proximity to public amenities including schools and employment centers.

(3) Located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(b) The development bonus granted to the commercial developer shall mean incentives, mutually agreed upon by the developer and the jurisdiction, that may include, but are not limited to, any of the following:

(1) Up to a 20-percent increase in maximum allowable intensity in the General Plan.

(2) Up to a 20-percent increase in maximum allowable floor area ratio.

(3) Up to a 20-percent increase in maximum height requirements.

(4) Up to a 20-percent reduction in minimum parking requirements.

(5) Use of a limited-use/limited-application elevator for upper floor accessibility.

(6) An exception to a zoning ordinance or other land use regulation.

(c) For the purposes of this section, the agreement for partnered housing shall be between the commercial developer and the housing developer, shall identify how the commercial developer will contribute affordable housing, and shall be approved by the city, county, or city and county.

(d) For the purposes of this section, affordable housing may be contributed by the commercial developer in one of the following manners:

(1) The commercial developer may directly build the units.

(2) The commercial developer may donate a portion of the site or property elsewhere to the affordable housing developer for use as a site for affordable housing.

(3) The commercial developer may make a cash payment to the affordable housing developer that shall be used towards the costs of constructing the affordable housing project.

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(e) For the purposes of this section, subparagraph (A) of paragraph (3) of subdivision (c) of Section 65915 shall apply.

(f) Nothing in this section shall preclude any additional allowances or incentives offered to developers by local governments pursuant to law or regulation.

(g) If the developer of the affordable units does not commence with construction of those units in accordance with timelines ascribed by the agreement described in subdivision (c), the local government may withhold certificates of occupancy for the commercial development under construction until the developer has completed construction of the affordable units.

(h) In order to qualify for a development bonus under this section, a commercial developer shall partner with a housing developer that provides at least 30 percent of the total units for low-income households or at least 15 percent of the total units for very low-income households.

(i) Nothing in this section shall preclude an affordable housing developer from seeking a density bonus, concessions or incentives, waivers or reductions of development standards, or parking ratios under Section 65915.

(j) A development bonus pursuant to this section shall not include a reduction or waiver of the requirements within an ordinance that requires the payment of a fee by a commercial developer for the promotion or provision of affordable housing.

(k) A city or county shall submit to the Department of Housing and Community Development, as part of the annual report required by Section 65400, information describing a commercial development bonus approved pursuant to this section, including the terms of the agreements between the commercial developer and the affordable housing developer, and the developers and the local jurisdiction, and the number of affordable units constructed as part of the agreements.

(l) For purposes of this section, "partner" shall mean formation of a partnership, limited liability company, corporation, or other entity recognized by the state in which the commercial development applicant and the affordable housing developer are each partners, members, shareholders or other participants, or a contract or agreement between a commercial development applicant and affordable housing developer for the development of both the commercial and the affordable housing properties.

(m) This section shall remain in effect only until January 1, 2022, and as of that date is repealed.

65916.

Where there is a direct financial contribution to a housing development pursuant to Section 65915 through participation in cost of infrastructure, write-down of land costs, or subsidizing the cost of construction, the city, county, or city and county shall assure continued availability for low- and moderate-income units for 30 years. When appropriate, the agreement provided for in Section 65915 shall specify the mechanisms and procedures necessary to carry out this section.

65917.

In enacting this chapter it is the intent of the Legislature that the density bonus or other incentives offered by the city, county, or city and county pursuant to this chapter shall contribute significantly to the economic feasibility of lower income housing in proposed housing developments. In the absence of an agreement by a developer in accordance with Section 65915, a locality shall not offer a density bonus or any other incentive that would undermine the intent of this chapter.

65917.5.

(a) As used in this section, the following terms shall have the following meanings:

(1) "Child care facility" means a facility installed, operated, and maintained under this section for the nonresidential care of children as defined under applicable state licensing requirements for the facility.

(2) "Density bonus" means a floor area ratio bonus over the otherwise maximum allowable density permitted under the applicable zoning ordinance and land use elements of the general plan of a city, including a charter city, city and county, or county of:

(A) A maximum of five square feet of floor area for each one square foot of floor area contained in the child care facility for existing structures.

(B) A maximum of 10 square feet of floor area for each one square foot of floor area contained in the child care facility for new structures. For purposes of calculating the density bonus under this section, both indoor and outdoor square footage requirements for the child care facility as set forth in applicable state child care licensing requirements shall be included in the floor area of the child care facility.

(3) "Developer" means the owner or other person, including a lessee, having the right under the applicable zoning ordinance of a city council, including a charter city council, city and county board of supervisors, or county board of supervisors to make an

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application for development approvals for the development or redevelopment of a commercial or industrial project.

(4) "Floor area" means as to a commercial or industrial project, the floor area as calculated under the applicable zoning ordinance of a city council, including a charter city council, city and county board of supervisors, or county board of supervisors and as to a child care facility, the total area contained within the exterior walls of the facility and all outdoor areas devoted to the use of the facility in accordance with applicable state child care licensing requirements.

(b) A city council, including a charter city council, city and county board of supervisors, or county board of supervisors may establish a procedure by ordinance to grant a developer of a commercial or industrial project, containing at least 50,000 square feet of floor area, a density bonus when that developer has set aside at least 2,000 square feet of floor area and 3,000 outdoor square feet to be used for a child care facility. The granting of a bonus shall not preclude a city council, including a charter city council, city and county board of supervisors, or county board of supervisors from imposing necessary conditions on the project or on the additional square footage. Projects constructed under this section shall conform to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other health, safety, and zoning requirements generally applicable to construction in the zone in which the property is located. A consortium with more than one developer may be permitted to achieve the threshold amount for the available density bonus with each developer's density bonus equal to the percentage participation of the developer. This facility may be located on the project site or may be located offsite as agreed upon by the developer and local agency. If the child care facility is not located on the site of the project, the local agency shall determine whether the location of the child care facility is appropriate and whether it conforms with the intent of this section. The child care facility shall be of a size to comply with all state licensing requirements in order to accommodate at least 40 children.

(c) The developer may operate the child care facility itself or may contract with a licensed child care provider to operate the facility. In all cases, the developer shall show ongoing coordination with a local child care resource and referral network or local governmental child care coordinator in order to qualify for the density bonus.

(d) If the developer uses space allocated for child care facility purposes, in accordance with subdivision (b), for purposes other than for a child care facility, an assessment based on the square footage of the project may be levied and collected by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors. The assessment shall be consistent with the market value of the space. If the developer fails to have the space allocated for the child care facility within three years, from the date upon which the first temporary certificate of occupancy is granted, an assessment based on the square footage of the project may be levied and collected by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors in accordance with procedures to be developed by the legislative body of the city council, including a charter city council, city and county board of supervisors, or county board of supervisors. The assessment shall be consistent with the market value of the space. A penalty levied against a consortium of developers shall be charged to each developer in an amount equal to the developer's percentage square feet participation. Funds collected pursuant to this subdivision shall be deposited by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors into a special account to be used for child care services or child care facilities.

(e) Once the child care facility has been established, prior to the closure, change in use, or reduction in the physical size of, the facility, the city, city council, including a charter city council, city and county board of supervisors, or county board of supervisors shall be required to make a finding that the need for child care is no longer present, or is not present to the same degree as it was at the time the facility was established.

(f) The requirements of Chapter 5 (commencing with Section 66000) and of the amendments made to Sections 53077, 54997, and 54998 by Chapter 1002 of the Statutes of 1987 shall not apply to actions taken in accordance with this section.

(g) This section shall not apply to a voter-approved ordinance adopted by referendum or initiative.

65918.

The provisions of this chapter shall apply to charter cities.

Attachment: Guide to California Density Bonus Law (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

Rene LaRoche

From: noreply@civicplus.com
Sent: Monday, March 1, 2021 11:04 PM
To: Rene LaRoche; Tracy Gauthier
Subject: Online Form Submission #4893 for Public Comment on Board Items

Follow Up Flag: FollowUp
Flag Status: Flagged

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at http://www.mariposacounty.org/bosagendas.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*
***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*
***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes)	Katherine Ogilvie
Please Indicate the Item this comment pertains to:	PUBLIC COMMENT ITEM #J 1
Your position on this item:	Oppose
Your comment for this item:	I am concerned about the possible waiving of an environmental impact study for the Self Help project. Conducting a study shows that everyone's safety and comfort is considered. So many animals and plants depend on the creek and surrounding area for existence. Just last week a mountain lion was seen heading to the creek in the morning. Deer raise their young by the cemetery. People gather berries in the summer. A study does not preclude development. The solutions found in a study could help benefit the development, the wildlife, and also help to respectfully minimize impacts to current residents in the neighborhood, considering all the many projects being planned in the area. For example, a study could recommend appropriate fencing, signage, and garbage maintenance for the

Attachment: PUBLIC INPUT - Webform submission from Katherine Ogilvie (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No.

existing bear population. It could try to save or repopulate berry bushes. It could recommend not disturbing or relocating the reeds in the creek. Please consider reviewing the impact of this project to the environment for the benefit of our small rural community.

Email not displaying correctly? View it in your browser.

Attachment: PUBLIC INPUT - Webform submission from Katherine Ogilvie (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No.

Rene LaRoche

From: William Fassett <[redacted]
Sent: Monday, March 1, 2021 5:48 PM
To: Board Clerk
Subject: [BULK] Public Comment for Tomorrow's Supervisor's Meeting

Importance: Low

Follow Up Flag: FollowUp
Flag Status: Flagged

Hi Mariposa Board Clerk,

Could you please include the following note in the public comment on the planning agenda items related to the affordable housing project at Mariposa Creek? I believe they are J1 and 2 on the agenda. I sent this same note to my supervisor, Wayne Forsythe. Thank you!

Will

My name is Will Fassett. I am a homeowner at 5144 Bullion Street. I'd like to express my support for the affordable housing project at the bottom of Fournier Road, across Mariposa Creek. As part of my day job working for a youth development nonprofit, I've had the opportunity to work with Self Help Enterprises. They have invited me to their facilities in Fresno and Merced Counties to give presentations and promote my organization's mix of academics and outdoor adventure. I have seen that Self Help provides unique, wrap-around support in ways that the average developer doesn't. We have an incredible opportunity, as a County, to partner with an organization with a proven track record and ethically-focused mission to build 42 desperately-needed apartment units.

I am confident that the Mariposa Creek affordable housing project will be something that the County and its representatives will be very proud of. I would love to see the day when we cut the ribbon on that facility! It will make a huge difference in the lives of 100+ Mariposa residents and, I know based on what I've seen at other Self Help properties, that it will be done right.

--
Will Fassett
Associate Director
www.adventureriskchallenge.org
(209) [redacted]

Attachment: PUBLIC INPUT - Email from Will Fassett (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review No. 2019-035; Self-Help

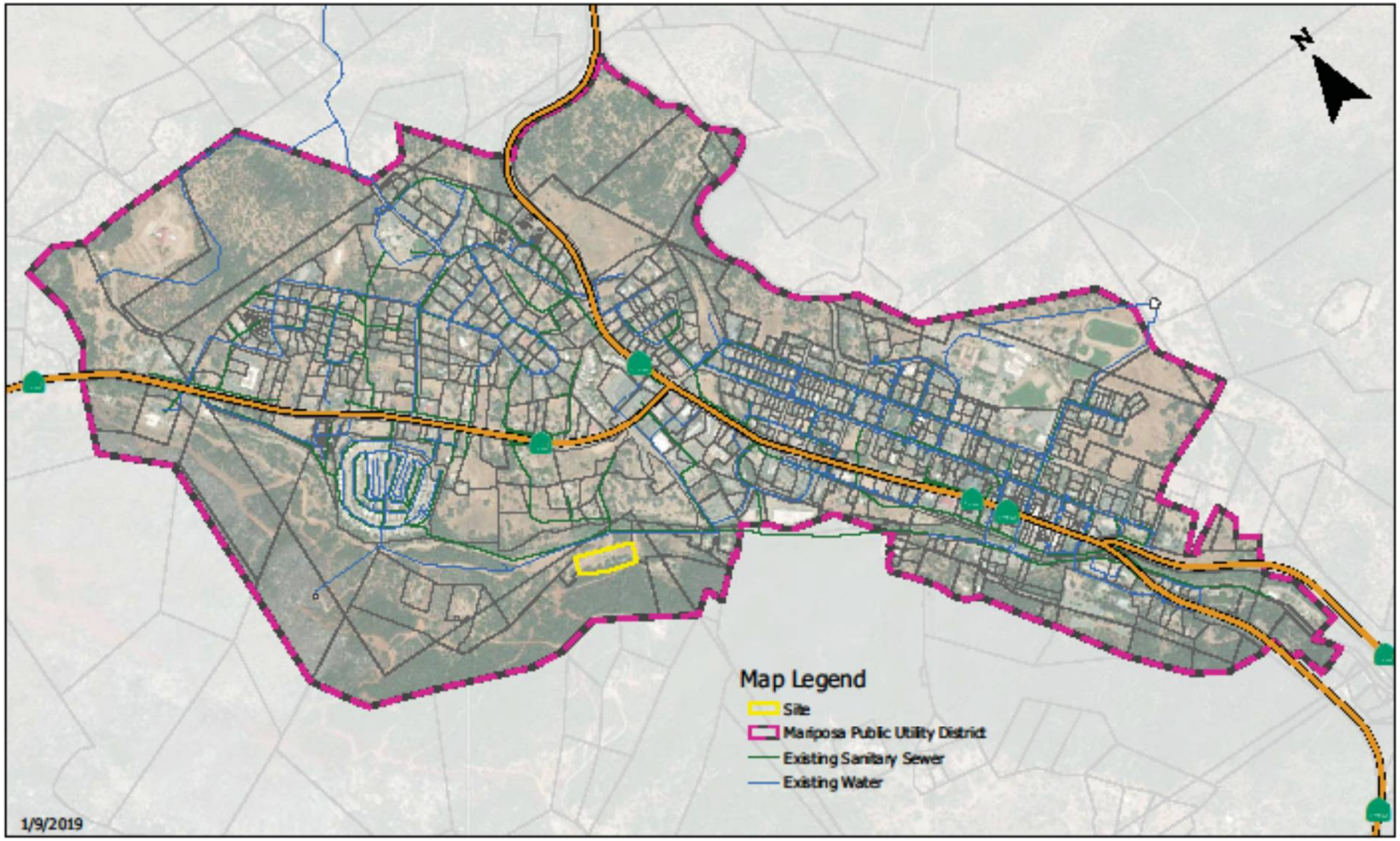
General Plan/Area Plan/Zoning Amendment No. 2020-167; Amended Conditions for Design Review No. 2019-035

Project: Creekside Terrace

Applicant: Self-Help Enterprises

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

SITE EXHIBIT 2



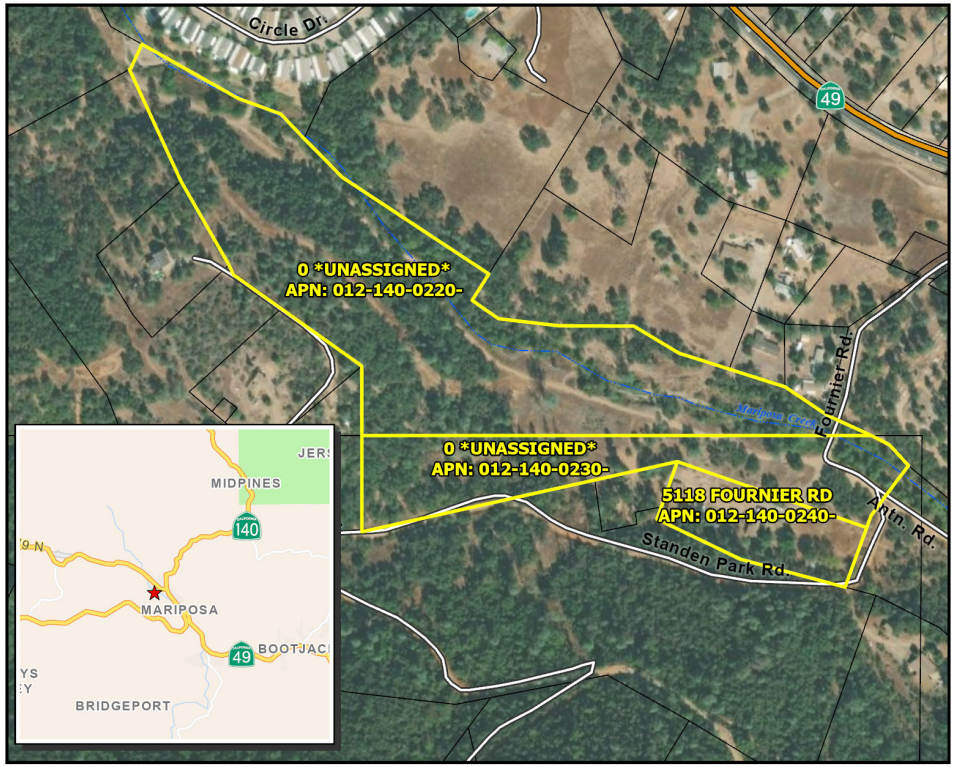
Project Background

- 42-unit multi-family housing development was approved on APN 012-140-024 in summer of 2019.
- Approval included change in zoning and land use from SFR-9000 to Multi-Family and approval of design review
  - BOS requested that final site plan and design review details be brought back for Planning Commission and Board of Supervisors for review

Project Background

- Prior approval included reduction in amount of parking spaces and a waiver of height limits up to 45 feet
- Project proposed to improve Antone Road from Joe Howard Street to project site to 24 feet wide travel way

Mariposa County Planning Department
Project Vicinity Map



PROJECT TYPE: GPZA 2020-167

APPLICANT: Self-Help Enterprises

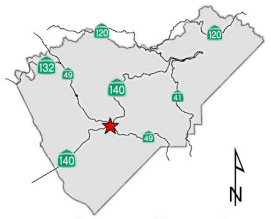
APN: 012-140-0240 ; 012-140-0220; 012-140-0230

SITE ADDRESS: 5118-5121 Fournier Road, Mariposa, CA, 95338; Unassigned

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Friday, November 20, 2020
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



Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

CURRENT Project Proposal

- Change land use and rezone from Single-Family Residential-9000 sf to Multi-Family Residential for an approximately **0.50-acre portion of APN 012-140-023** (legal with 012-140-022)
- Area is being added to APN 012-140-024 through a lot line adjustment
- Area will be used for a stormwater detention basin and a basketball half-court associated with an approved multi-family, 42-unit, affordable housing project.

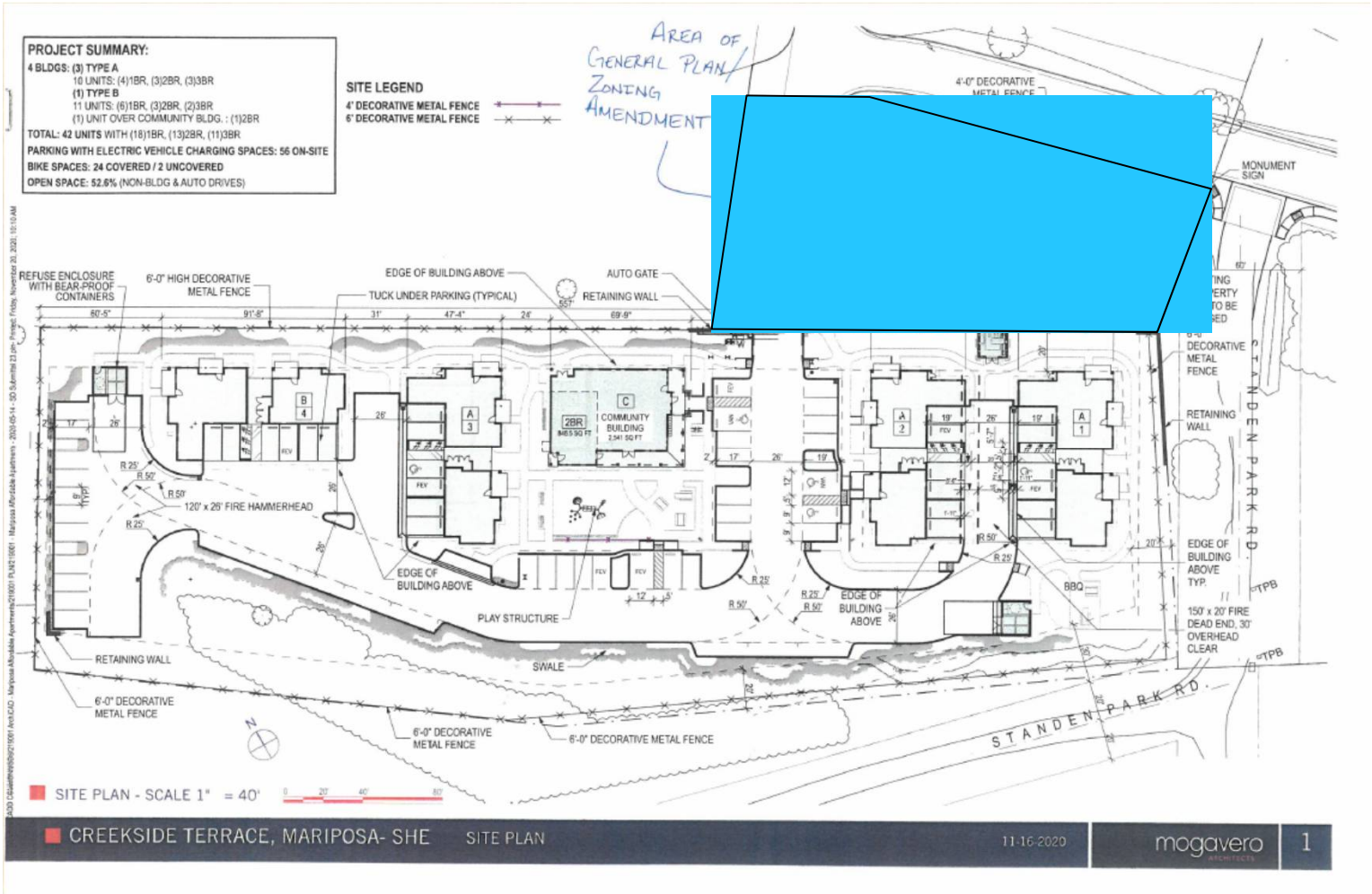
- PREVIOUSLY APPROVED PROJECT (IN 2019)
  - 42-unit project and change in land use and rezone was previously approved for APN 012-140-024 in summer of **2019**.
  - Includes combination of one-, two- and three-bedroom units
  - Units targeted to low-, very-low, and extremely-low income households.
  - Includes community building

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Project Proposal

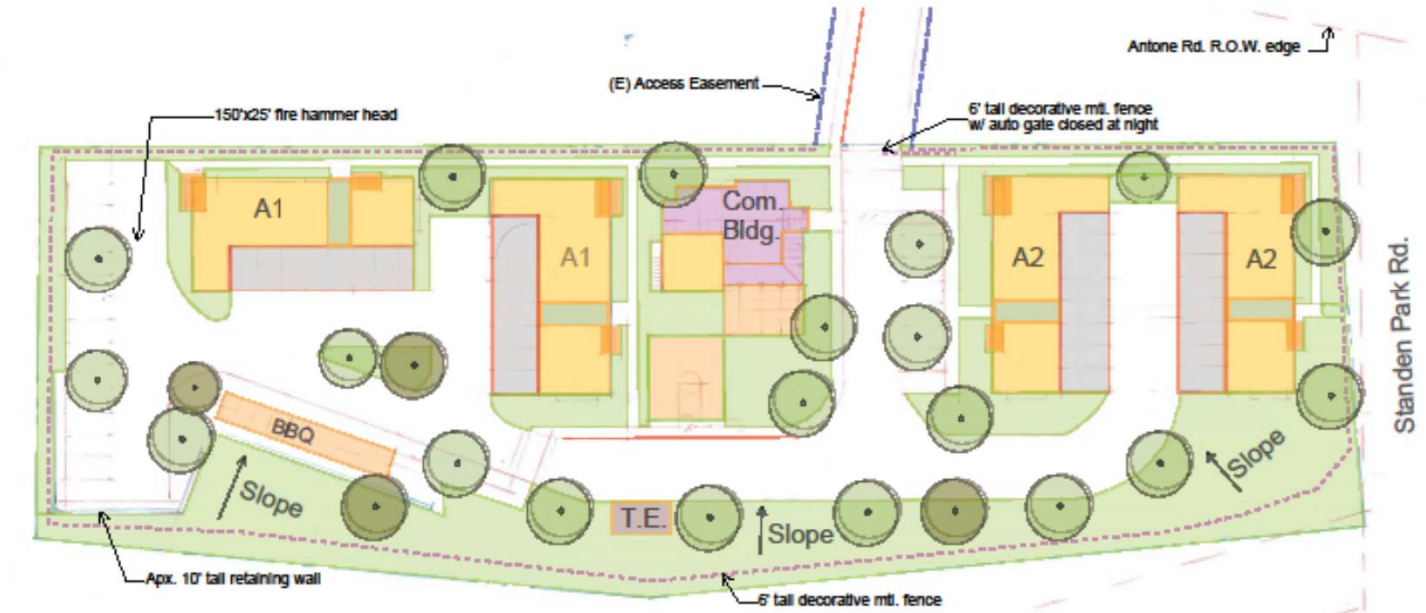
- Includes requested amendments to 4 conditions:
  - Requests additional development concessions to allow for waiver of utility undergrounding requirement and for fences to exceed 3 feet in height in front yard.
  - Request to allow reduction of roadway width to 22-foot-wide travel way in portion where only 36-foot easement will exist

Area of Amendment



Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Original Site Plan – approved in 2019



Mariposa Family Apartments

Unit Count:

(3) Bldg. Type A1, three stories
Tuck-under parking
10 units: (4)1BR, (3)2BR, (3)3BR

(1) Bldg. Type A2, three stories
Tuck-under parking
11 units: (6)1BR, (3)2BR, (2)3BR

(1) Community Bldg., two stories
1 unit: (1)1BR

Totals: 42 units total
(19)1BR, (12)2BR, (11)3BR

Parking: 42 spaces.

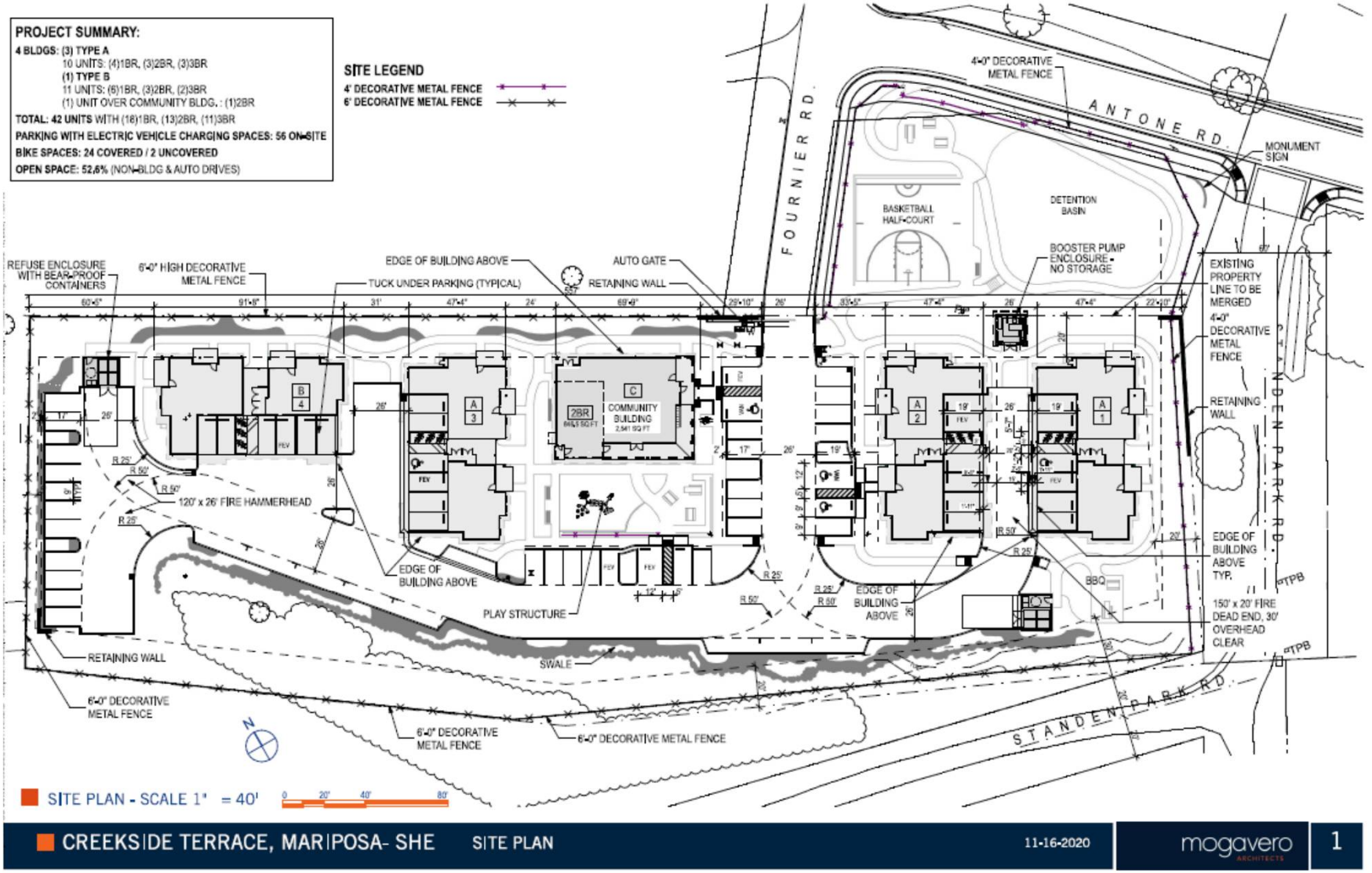
1":40'
RJ:5/2/2019

Self-Help ENTERPRISES

mogavero ARCHITECTS

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Current Site Plan



Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Project Elevations



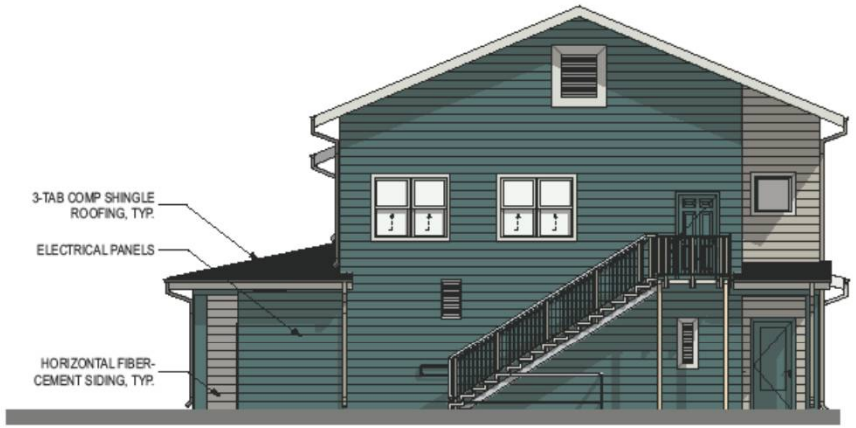
COMMUNITY BUILDING - FRONT ELEVATION - SCALE 1/8" = 1'-0"



COMMUNITY BUILDING - REAR ELEVATION - SCALE 1/8" = 1'-0"

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Project Elevations



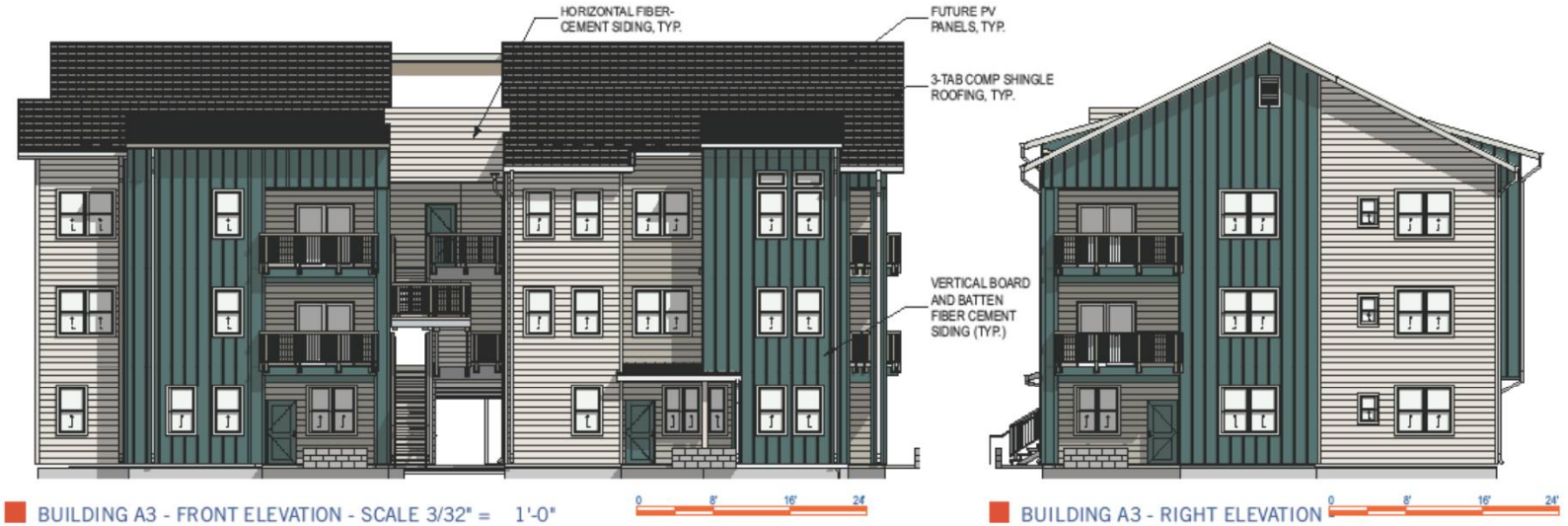
COMMUNITY BUILDING - LEFT ELEVATION - SCALE 1/8" = 1'-0"



COMMUNITY BUILDING - RIGHT ELEVATION - SCALE 1/8" = 1'-0"

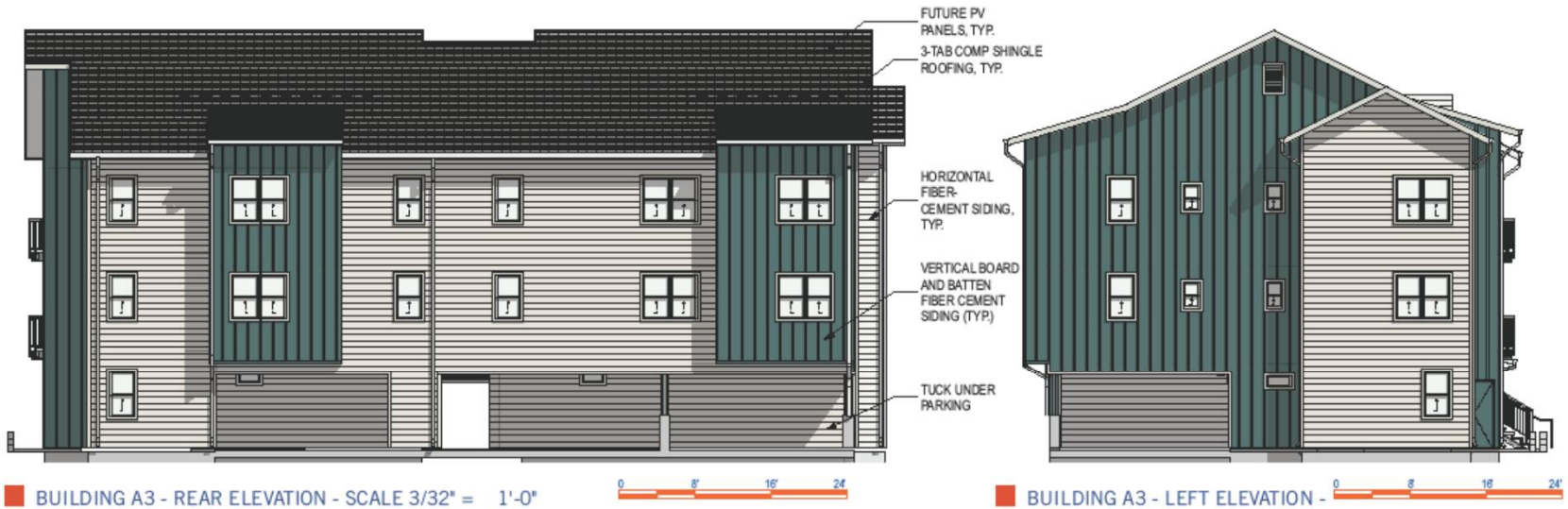
Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Project Elevations



Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Project Elevations



CREEKSIDE TERRACE, MARIPOSA- SHE | BUILDING A1, A2, A3 ELEVATIONS | 11-16-2020 | mogavero | A8

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

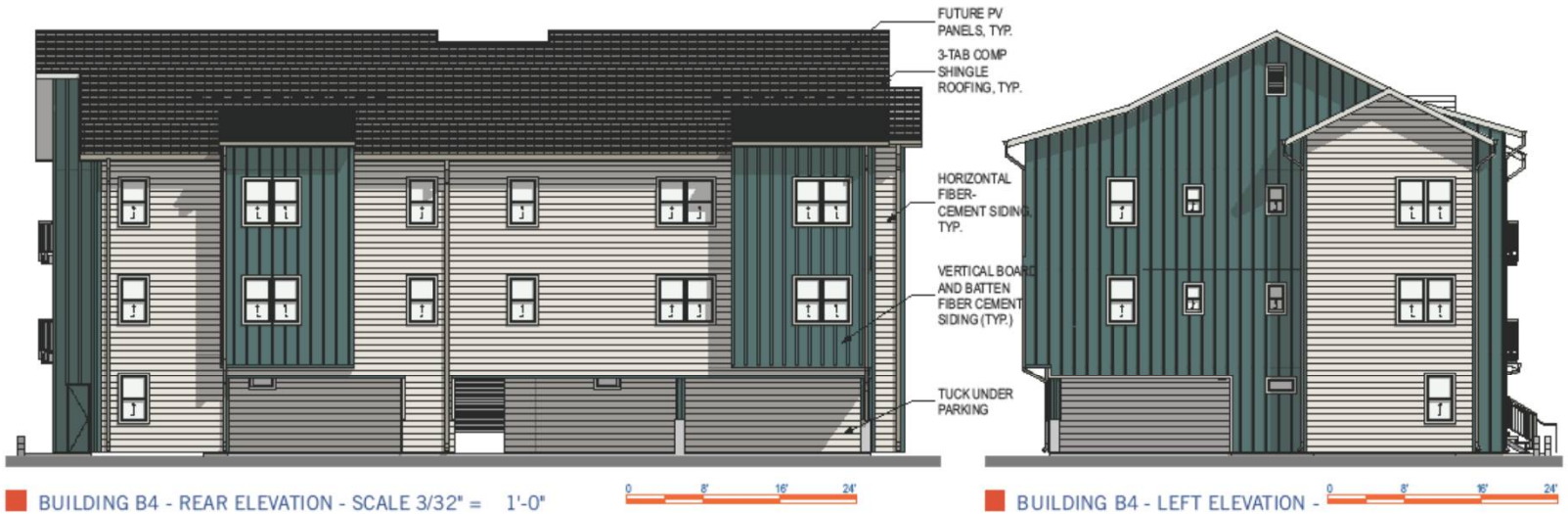
Project Elevations



CREEKSIDE TERRACE, MARIPOSA- SHE | BUILDING B4 ELEVATIONS | 11-16-2020 | mogavero | A13

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Project Elevations



CREEKSIDE TERRACE, MARIPOSA- SHE BUILDING B4 ELEVATIONS 11-16-2020 mogavero A14

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Board of Supervisors Review

Consider Planning Commission's recommendation for:

- The GP/ZA for the added 0.50-acre area
- Updated design details
- Development concessions for the fence height standard and the on-site power line undergrounding requirement
- Modification of conditions for power line undergrounding, timing of proof of affordability, and access road width.

Zoning

- Existing zoning on 0.50-acre additional project site area is SFR-9K:
  - does not allow intended multi-family housing or appurtenant uses associated with a multi-family housing project
- Intended zoning of Multi-Family:
  - will allow for proposed uses (drainage retention basin and half B-ball Court) that are appurtenant to multi-family housing project.
- Previously approved project will develop 42 units
- Project site is located within Design Review Overlay zone
  - an approved Design Review application is required prior to physical development of the property
- Several project conditions were included to ensure compliance with design review requirements.

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

General Plan

- Site is located within the Mariposa Town Planning Area
- Currently within the SFR-9K land use designation
- Proposed to be within the MFR land use designation to be consistent with proposed zoning

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Height Standards

- Waiver approved in 2019
  - County Code limits structure height to 35 feet
  - Developer requested allowance up to 45 feet to allow for fewer, taller buildings of three stories.
  - Buildings, except community building, have been designed to be 45 feet

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Parking Standards

- Waiver approved in 2019
  - Require 1 space per unit plus parking spaces for community building
  - County Code would require approximately 75 spaces for the units proposed
  - Original site plan showed 42 parking spaces
  - Current site plan shows 52 parking spaces.

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Fence in Front Yard Setbacks

- Fences in front yard setbacks are limited to 3 feet in height
- Property has 3 front yards
- Applicant requested a development concession to allow for fence heights up to 6 feet in height in the front yard setback for security

Undergrounding of Utilities

- County code requires the undergrounding of utilities
- Applicant requested a development concession to this requirement to allow for power lines to remain above ground and to be relocated off-site
- Request is based on reduced costs of keeping the power lines overhead and increased timelines to underground

Government Code Section 65915

- For affordable housing projects that meet State law, County cannot apply any development standards that would physically preclude the project from being constructed.
- To deny a reduction of development standards, County must find that it will cause a specific, adverse impact, upon health, safety, or the physical environment.

Amended Conditions - Design Review

- In order to process the project, the applicant originally submitted proposed conceptual elevations and site plans.
  - Several conditions of approval were required as part of the Design Review to ensure compliance with the Design Review requirements.
  - The Planning Commission and Board of Supervisors required that final design review plans be brought back for consideration.

Access and Road Improvements

- Approved project access to the site via Antone Road to Joe Howard Street.
- Applicant originally proposed to improve this road to a paved two lane, 24-foot-wide road.
- Based on Road Improvement and Circulation Policy, existing ADT + project ADT is above 250 ADT (average daily traffic).
- RICP establishes a Town Class IV road is appropriate, which is a 24-foot-wide paved road (does not include street parking, curb or sidewalk).
  - Original project action included finding that the access to the project site was adequate for emergency response and to handle anticipated traffic levels and would not create a significant impact for purposes of CEQA.

Access and Improvements

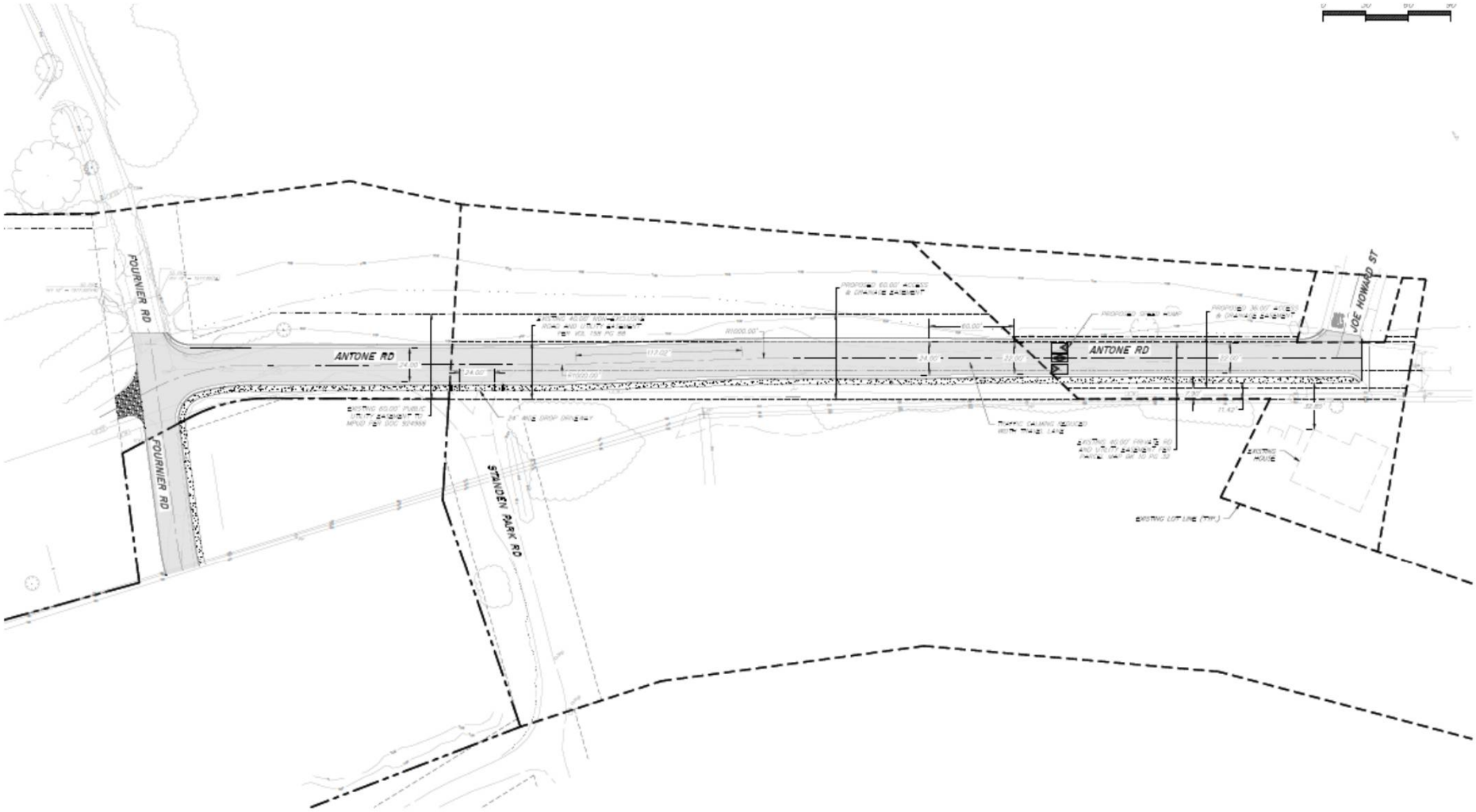
- Since approval in 2019, it was determined that there were no easements for Antone Road.
- Applicant has successfully negotiated easements with two off-site property owners.
- For initial portion of road, applicant was only successful in obtaining a 36-foot easement.
  - Applicant has requested a reduction of the required road improvements to 22-foot-wide travel way for initial portion of the road.

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Access

- Staff (Planning and DPW) supports requested reduction as it:
  - Can serve as a traffic calming measure prior to turn over bridge onto Joe Howard Street.
  - Fits within reduced easement width
  - By reducing travel way by two feet, it allows for applicant to have sufficient room to provide a sidewalk

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design



Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

CEQA

- The Planning Commission recommends that the Board of Supervisors find that the project is exempt from environmental review. Action ("project") includes the following:
  - GP/ZA for the added 0.50-acre area,
  - the updated design details,
  - development concessions for the fence height standard and the on-site power line undergrounding requirement, and
  - modification of 4 conditions for power line undergrounding, timing of proof of affordability, underground installation of water lines, and access road width)
- A Mitigated Negative Declaration was previously adopted and is in effect.

Public Comments

- One public comment: support of the project
- Two written comments: concerns regarding "lack of environmental study"

Public Comments – Staff Response

- A detailed environmental review process was completed for this project when it was originally approved by BOS in 2019.
- Mitigation measures were applied to the project to address potentially significant impacts of the project to biological and cultural resources.
- Action BOS is considering today is not to reapprove the original project.
- The actions the BOS is considering today is only to approve:
  - The GP/ZA for the added 0.50-acre area
  - Updated design details
  - Development concessions for the fence height standard and the on-site power line undergrounding requirement
  - Modification of conditions for power line undergrounding, timing of proof of affordability, and access road width.
- Board actions falls within scope of the originally approved project.

Public Comments – Staff Response

- Not unusual for larger projects to discover that changes are needed as they move through the:
  - design development
  - condition compliance
  - construction drawing process













Recommendation

The Planning Commission recommends that the Board of Supervisors:

- Find that the project is exempt from environmental review;
- Approve General Plan/Zoning Amendment/Area Plan Amendment No. 2020-167, which includes waiving the first reading and introducing an ordinance amending the zoning map;
- Approve amended conditions for Design Review No. 2019-035; and
- Find that the final design review details and site plan are in conformance with the approval of Design Review No. 2019-035.

Attachment: Planning PowerPoint Presentation (RES-2021-109 : GPZA No. 2020-167 and AC for Design

Recommended Action MT Item No. 11497

- Adopt a Resolution:
  - Finding that the Project is Exempt from Environmental Review,
  - Approving General Plan/Zoning Amendment/Area Plan Amendment No. 2020-167;
  - Approving Amended Conditions for Design Review No. 2019-035; and
  - Finding that the Final Design Review Details and Site Plan Are in Conformance with the Approval of Design Review No. 2019-035

Recommended Action MT Item No. 11498

- Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending the Mariposa County Zoning Map for an Approximately 0.50 Acre Portion of Assessor Parcel Number (APN) 012-140-023, from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family Residential Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-167, Self-Help Enterprises, Project Proponent"

EXHIBIT "A"

ACQUISITION AREA

All that certain real property situated in Projected Section 22 Township 5 South, Range 18 East, M.D.B.&M, Rancho Los Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

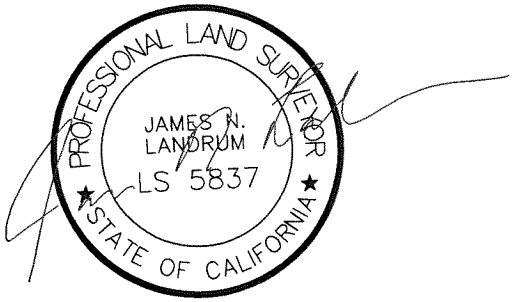
BEGINNING at Corner No.1, of that tract known as "Fournier Garden" as described in Grant Deed recorded as Document No. 20200757 Mariposa County Records, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township 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 6 courses:

- N38°30'40"E a distance of 71.09 feet;
- Thence N54°44'09"W a distance of 126.56 feet to point on a 120.00 foot radius tangent curve concave southerly;
- Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet to the point of tangency;
- Thence N83°02'08"W a distance of 52.77 feet;
- Thence S27°36'28"W a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
- Thence S70°25'15"E along the northly line of said Fournier Garden a distance of 221.83 feet to the **POINT OF BEGINNING**.

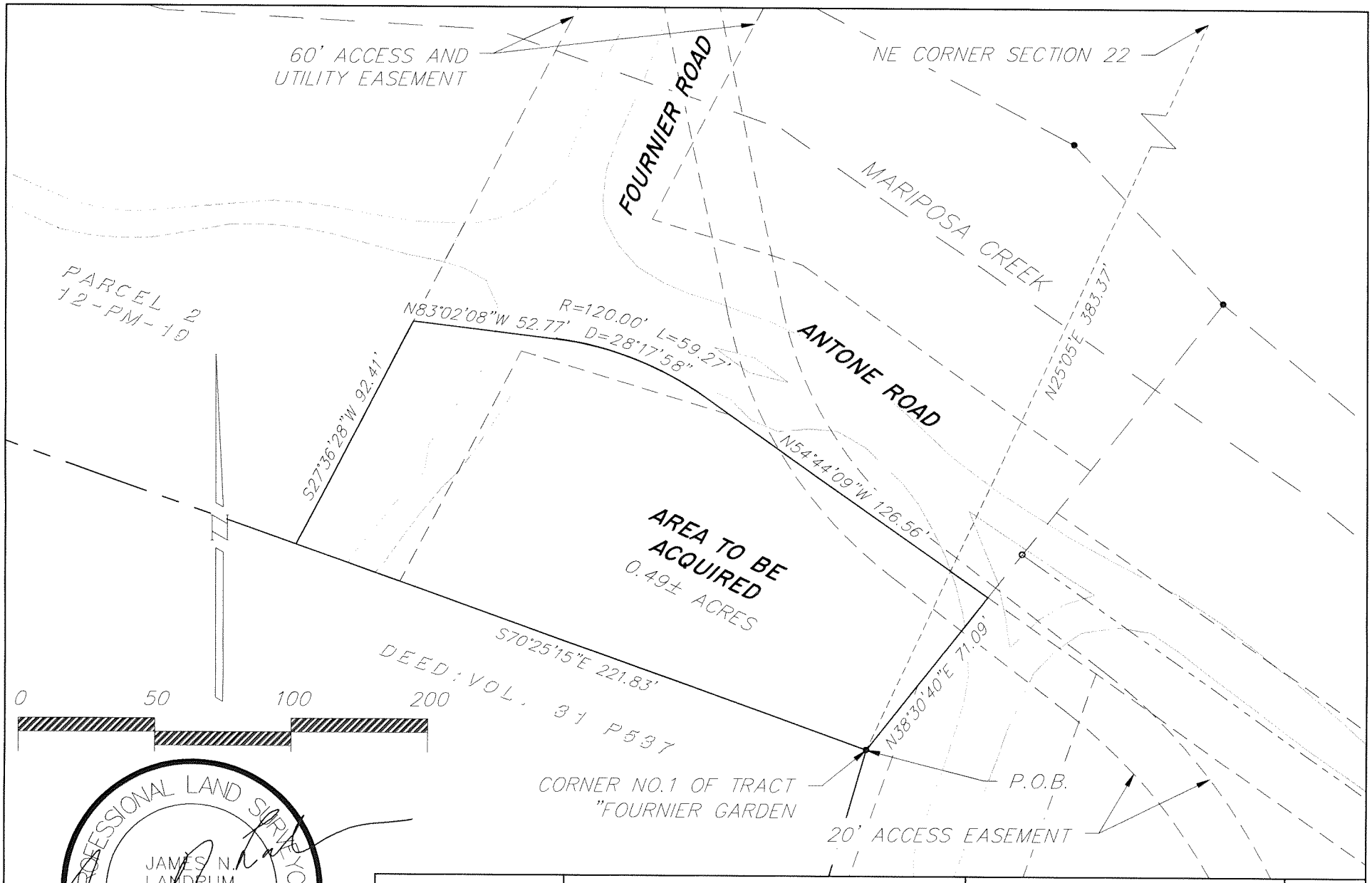
CONTAINING 21,241 SQUARE FEET OR 0.49 ACRES, MORE OR LESS, and is subject to any rights-of-way or easements of record or legally acquired.

This conveyance is made pursuant to Lot Line Adjustment No. 2020-166 approved by the Mariposa County Planning Director on February 16th. 2021. It is the intent of the parties hereto that the above described tract of land merge with that certain real property conveyed to Self Help Enterprises, a California Corporation, recorded as Grant Deed recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records

END OF DESCRIPTION



Attachment: Amended Exhibits A and B received from Planning during meeting (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review



Drawn By:	TL
Date:	2/25/21
Scale:	1"=50'
Job No.:	NC19212
Phone:	866.526.4214

EXHIBIT "B"
CREEKSIDE TERRACE ACQUISITION AREA

MARIPOSA COUNTY CALIFORNIA

MVE Inc.
1117 L Street, Modesto, CA 95354
866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

SHEET 1 OF 1

Plot February 25, 2021 at 2:28 PM P:\CAD\NC19212\MARIPOS&LLA\NC19212-Creekside-LLA Land Acquisition Exhibit.dwg

Attachment: Amended Exhibits A and B received from Planning during meeting (RES-2021-109 : GPZA No. 2020-167 and AC for Design Review

MARIPOSA COUNTY

Planning · 209-966-5151

ORDINANCE 2021-1162

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: General Plan/Area Plan/Zoning Amendment No. 2020-167

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Mariposa County Zoning Map for an approximately 0.50 acre portion of Assessor Parcel Number (APN) 012-140-023, from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family Residential Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-167, Self-Help Enterprises, Project Proponent"

The recommended action is based on the Planning Commission's recommendation.

The project will change the zoning designation of an approximately 0.50 acre portion from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family Residential Zone in order to develop uses that are appurtenant to a multi-family rental housing development with 42 units.

Additional information can be found in the Staff report which can be found accompanying Resolution 2021-109 which was approved on March 2, 2021.

This ordinance was introduced on March 2, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved General Plan/Zoning Amendment No. 2019-036 and Design Review No. 2019-035 in 2019 for the development of a 42 unit multi-family housing project on APN 012-140-024.

On March 2, 2021, the Board approved Resolution 2021-109 which approved the project.

March 2, 2021, this Ordinance was introduced.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FIRST READING: Do not approve and the amendment will not occur. A negative action on the General Plan/Area Plan/Zoning Amendment will result in Self-Help Enterprises not being able to apply for the necessary funding to complete the action.

SECOND READING: The Board may not make changes at the second reading and can only consider whether it will adopt the ordinance or not.

ATTACHMENTS:
Ordinance (PDF)
PUBLIC INPUT - Email from Will Fassett (PDF)
Amended Exhibits A and B received during meeting (PDF)

RESULT: INTRODUCED [UNANIMOUS] Next: 3/16/2021 9:00 AM
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Below Market Rate Loan Lending Structure

TITLE OF PRESENTATION:

Receive information on Below Market Rate (BMR) Loan Lending Structures from Self-Help Enterprises.

BACKGROUND AND HISTORY:

Below-Market Rate(BMR) financing of affordable housing development reduces the cost of servicing debt incurred in the development of affordable rental properties, thereby reducing the level of rent prices needed for the housing development to be economically sustainable. Cities, towns and counties interested in offering below-market rate financing for affordable housing have must take these factors into consideration; funding source, record keeping and underwriting.

Mariposa County has been awarded a 2019 Infill Infrastructure Grant (IIG) from the State of California for $1.9 million dollars to support the construction of the Creekside Terrace Project with Self-Help Enterprises. Self-Help Enterprises is proposing the BMR model with the IIG funds. BMR loans are an industry standard in development of affordable housing but new to Mariposa County. This presentation is an opportunity to learn more about the BMR loan model and some examples of other counties' successes with the BMR loans.

ATTACHMENTS:
Below-market financing of affordable housing development (PDF)

RESULT: INFORMATION RECEIVED

Below-market financing of affordable housing development

Overview

Below-market financing reduces the costs of servicing debt incurred in the development of rental or for-sale properties, thereby reducing the level of rents or sale prices needed for the development to be economically sustainable.



Below-market financing typically involves providing funds at a lower rate of interest (or with lower fees) than would be required from a market-rate funder. Compared with **capital subsidies**, below-market loans may have a much smaller impact on affordability on a dollar-for-dollar basis since the loans ultimately must be repaid. However, funds loaned out at a low interest rate can be recycled to help subsequent borrowers as the funds are repaid.

This section reviews some of the key considerations involved in creating and administering a below-market debt financing program.

Attachment: Below-market financing of affordable housing development (11500 : Below Market Rate Loan Lending Structure)

Approach

Cities, towns, and counties interested in offering below-market financing for affordable housing development have several program design choices to make. Primary among these is whether communities set up and run loan funds themselves or delegate the issuance and monitoring of the loans to private banks or other partners. Smaller communities may lack the capacity to manage the record-keeping and underwriting requirements associated with this type of program, and even in larger cities the relatively small size of the fund may not justify the expenses involved in creating the infrastructure needed to assure proper program management. (See the example of New York City's Participation Loan Program below.)

Cities, towns, and counties must also identify a source of funding for the below-market loans they will issue or otherwise support. Common sources include:

- Federal funding sources, such as HOME and CDBG
- Proceeds from the sale of **tax-exempt private activity bonds**
- **Activation of housing finance agency reserves**
- Local **housing trust fund** proceeds
- Other locally-generated funds, such as general revenue

Private financial institutions may also issue below-market loans for affordable housing developments as part of their programs to fulfill their obligations under the Community Reinvestment Act (CRA)[1]. Before launching a program to provide below-market financing, communities should assess the availability of below-market financing from private lenders to determine whether there is a need for a publicly financed loan program, and if so, to what specific need it should be addressed. Some banks may be unwilling to issue predevelopment loans (which cover due diligence and professional services needed at the early stages of a project) or small loans for projects that are primarily financed with tax credit equity. Private financing may also be unavailable for loans that do not fall within CRA guidelines or where there are few CRA lenders in the community.

Even when favorably priced financing is available from the private sector, public financing may still be needed as an adjunct to the private financing to reduce the loan-to-value ratio on the bank loan to an acceptable level. In this case, the public financing would be subordinate or "junior" to the private loan, meaning that in the case of a default it would only be paid back after the bank was paid in full.

Cities, towns, and counties also need to determine the type(s) of financing to be provided, which could include pre-development loans, acquisition loans (which cover the purchase price of a property and any closing costs), construction loans (which

Attachment: Below-market financing of affordable housing development (11500 : Below Market Rate Loan Lending Structure)

cover costs of construction or rehabilitation, including materials and services), interim loans (also called bridge loans, which help to bridge the gap between short-term and permanent financing), and permanent loans (which provide fully-amortizing financing over the long term). (See LISC's list of Loans by Type of Product for more details on loan types.) Each type of financing is associated with a different loan term and level of risk, and decisions on which product(s) to offer—and whether they are offered as subordinated debt—may depend in part on the local government's desired investment time frame. Local government staff may also wish to consult with local affordable housing developers to determine which products would most effectively address financing gaps.

The type of financing product(s) to be provided will also guide decision-making about the terms of the loan. Considerations include:

- Loan duration and repayment structure – As noted above, different types of loans are generally associated with different durations and repayment structures; for example, construction loans are generally non-amortizing, short-term loans that are repaid in full when permanent financing is secured, while permanent financing is repaid over time.
- Loan amount – To ensure that limited resources support the greatest number of units and avoid overspending on acquisition or construction costs, some cities establish a maximum loan amount, either on a project or per-unit basis. The government should only provide what is needed for the project to pencil out, often called "gap financing," to fill any holes once other sources of funding have been secured.
- Methods for calculating the below-market interest rate – What qualifies as a "below-market" rate will vary according to market conditions. Some cities, towns, and counties establish a flat rate (e.g., 1 to 4 percent) which is set at closing based on the city's cost of funds or some other factor, while others benchmark their rates to a discount on what is available through conventional lenders.
- Eligibility criteria – Through requirements and/or program preferences, cities, towns, and counties should limit eligibility for below-market financing to development types that help to address local priorities.
- Underwriting standards – Cities, towns, and counties that offer below-market loans should adopt a minimum set of underwriting standards that help ensure the payback of public funds and balance the interests of the private lender and the government. Properly underwriting a multifamily loan takes a considerable amount of expertise, which is why some communities delegate this responsibility to a bank or other organization with experience in this area.
- Procedures in the event of default – Careful underwriting should result in strong

Attachment: Below-market financing of affordable housing development (11500 : Below Market Rate Loan Lending Structure)

projects with very small expectations of failure. Local jurisdictions nevertheless need to establish clear policies and procedures for when properties go into default.

Cities, towns, and counties may also wish to consider structuring their program as a revolving fund, where repayments are deposited back into the fund to support future affordable housing projects. This approach may prevent repayments from being diverted for other non-housing purposes, and can help to create a self-sustaining program.

Eligibility

Cities, towns, and counties will need to establish clear eligibility requirements for below-market financing programs, including criteria that apply to the developer-applicant as well as to the property to be financed. These requirements may be dictated in part by the funding source used to capitalize the loan fund. For example, HOME program rules come with maximum rent or sale price limits and matching fund requirements.

When funding is generated locally, however, program staff can make a variety of decisions about eligibility. For example, some programs limit eligibility for below-market funds to non-profit housing providers, while others allow a broader pool of applicants but may have slightly different terms for for-profit developers (e.g., requiring more equity in the form of matching funds to cover project costs).

Local jurisdictions will also need to determine the income level(s) to be targeted by the program, as well as establish requirements for the required minimum duration of affordability. Duration of affordability should consider the sources of distress of in the locality's real estate market, consistency with other local development initiatives, as well the locality's long term population growth projections.

The activities eligible for financing can include development of rental or homeownership housing as well as acquisition and preservation of existing affordable housing, whether naturally-occurring or subsidized. Some cities also establish requirements or preferences to serve particular populations (e.g., seniors, larger families, people with disabilities) and/or give priority to applicants whose projects are located in certain areas (e.g., near public transit or good schools, or in a redevelopment zone).

Other considerations

- *Below-market financing vs. capital subsidies* – There are at least two reasons why local jurisdictions may want to consider offering assistance in the form of low-interest loans as opposed to grants that do not need to be repaid. First, within the

Attachment: Below-market financing of affordable housing development (11500 : Below Market Rate Loan Lending Structure)

Low Income Housing Tax Credit program, the "eligible basis" used to calculate a project's tax credit allocation generally must be reduced by any additional federal subsidies the project receives. Below-market loans do not qualify as "federal subsidies," and so can be used in conjunction with the program without impacting the tax credits provided. Second, while the city's resources may be tied up for a lengthy period, particularly if payment is deferred, the principal should eventually be paid back for use to support other projects.

- *Deep affordability* – Below-market loans make it possible for developers to borrow funds at a lower cost, thus reducing the costs of servicing the loans and making it easier to provide affordable housing. In order to reach the lowest-income households, however, loan programs often need to be layered with additional subsidies, such as project-based vouchers. Where deep affordability is a priority, program staff may wish to partner with the local housing authority to secure these subsidies for a portion of the units created through the program.

Examples

- The Affordable Housing Investment Fund is a revolving loan fund administered by the **Arlington County, VA** Housing Division. The Fund provides low-cost financing to support the creation and rehabilitation/preservation of rental housing that is affordable to low-income households, including naturally occurring affordable housing that doesn't receive federal or other subsidies. Funding is provided on a subordinate basis (meaning that other funders are paid back first), and awards are issued on the basis of project funding guidelines issued by the County. To be eligible, applicants must demonstrate that County funds will be leveraged with other funding sources and agree to keep the units affordable for at least 30 years, with preference given to projects with affordability terms of 60+ years. Learn more here.
- **New York City's** Participation Loan Program provides loans at a 1 percent interest rate to support moderate or substantial rehabilitation of multifamily housing for low- and moderate-income households. Developers can receive up to $90,000 per unit, depending on the proposed rent levels and other sources of financing. Loans are provided in conjunction with participating banks for a 30-year, fixed-rate term, with subsidies coming from either federal HOME funds or city capital. Projects also generally receive a full or partial property tax exemption. Securing upfront a fixed interest rate and property tax exemption facilitates the underwriting process by substantially reducing risk and enabling developers to confirm that the project will be economically viable. Affordability requirements remain in place for at least the loan term and/or tax exemption period, and at least 10 percent of units in participating projects must be reserved for individuals and families experiencing

Attachment: Below-market financing of affordable housing development (11500 : Below Market Rate Loan Lending Structure)

homelessness. For more details, visit here.

- **Seattle's** Rental Housing Program funds the development of affordable rental housing using a combination of local funds—including those raised through housing levies and payments in lieu of building affordable housing—federal HOME and CDBG funds, and other sources. Financing is generally provided in the form of long-term deferred payment loans issued at a 1 percent interest rate, which developers may apply for using a single common application. (Interest rates for loans financing LIHTC projects will range from a minimum of 1 percent to a maximum of the Applicable Federal Rate.) The program aims to provide a mix of affordable rental housing throughout the city, and awards are made based on the extent to which projects contribute to specified objectives, such as providing housing for individuals and families experiencing or at risk of homelessness, seniors and people with disabilities, and low-wage workers. Program priorities also address proposed projects' location (e.g., access to transit and resource-rich neighborhoods), cost-effectiveness, and sustainability. Affordability requirements and eligible activities vary depending on the funding source, and when more than one funding source is used the most restrictive guidelines apply. For more details, see here.

Related resources

- Financing Mechanisms for Affordable Housing, Enterprise (2007) – This document provides a compendium of tools that can be used to finance affordable housing. Examples are included to illustrate how these mechanisms work.

1. Werwath, Peter. Financing Mechanisms for Affordable Housing, Enterprise Community Partners _

See also:

Capital subsidies for building affordable housing developments
Operating subsidies for affordable housing developments
Project-basing of housing choice vouchers

Attachment: Below-market financing of affordable housing development (11500 : Below Market Rate Loan Lending Structure)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

MEETING: March 2, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Sheriff's Office 2020 Annual Report

RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation from the Sheriff's Office regarding their 2020 Annual Report & Statistics**.**

A Mariposa County Sheriff's Office in-depth look at the 2020 statistics and how the COVID-19 pandemic has affected Sheriff's Office Operations.

BACKGROUND AND HISTORY:
The Board of Supervisors routinely receives annual report presentations from the departments and outside partners.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not receive the presentation and miss the opportunity to see what the Sheriff's Department accomplished in 2020.

ATTACHMENTS:
2020 Annual Report (PDF)

RESULT: INFORMATION RECEIVED

2020 ANNUAL REPORT

MARIPOSA COUNTY
SHERIFF



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

"Coming together is a beginning; keeping together is progress; working together is success."

` Henry Ford

MISSION STATEMENT

To Control, Prevent and Reduce crimes in our communities' while being Safe, Transparent & Professional.

VALUE STATEMENT

We respect and recognize the integrity and dignity of all individuals. We dedicate ourselves to the performance of our duty under the Constitution, God and the Public we serve.

VISION STATEMENT

The vision of the Mariposa County Sheriff's Office is:
To provide a quality service that ensures a safer environment for all residents and visitors, while recognizing, adapting and responding to the changing needs of our community.
To provide an atmosphere that fosters open communication, creativity and productivity among all employees.
To enhance our partnership with the community through involvement, accessibility and to promote healthy family and community values.

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

2020

MESSAGE FROM THE SHERIFF

Safety, transparency, professionalism and community; this is my vision and commitment fo the Mariposa County Sheriff's Office. I have bee serving this community in a law enforcement capacity for twenty years. I have worked at ever available rank within the Public Safety Division of the Mariposa County Sheriff's Office, preparin me to effectively lead the Sheriff's Office as the n Sheriff. I understand the importance of community policing and teamwork to produce th best public safety for our community. I understa the importance of working closely with our Coun partners to ensure budgets are balanced and t provide the necessary tools and equipment for o employees so that residents and visitors are provided the best available servic Born and raised in Mariposa, I am focused on serving this community and raising my family in t place we all call home. Outside of my professior career, I have achieved a Bachelor's degree in Criminal Justice and an Associate's degree in business management and marketing. My role as member of the Mariposa Sheriff's Office does no stop at the end of my shift; I am a Peace Officer 24/7/365 and a member of this community always and forever. I feel it is importa that the Sheriff of Mariposa County is more than j a Law Enforcement Officer; I pride myself on bein approachable to the community day or night, or duty or off duty.

"Mariposa Strong" derives from all of us as a community working together and helping one another.



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

COMMAND STAFF



Undersheriff- Sterling Cramer

Started with the Sheriff's Office: 199
Undersheriff: 2020



Captain- Operation Kevin Packard

Started with the Sheriff's Office: 2007
Captain: 2020



Lieutenant- Sean Land

Started with the Sheriff's Office: 199
Lieutenant: 2017

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

Calls For Service

These are the number of calls that come into the Emergency 911 Center. They can include requests for a Patrol Deputy, Animal Control Officers, Medical Aids, Civil Service or general calls for information.



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

2020



Operations Division

The Operation Division consists of the following units/teams:

- Patrol
- Investigations
- K-9
- Boating
- Sex Offender Monitoring
- 215-Illegal Marijuana Team
- Financial Crimes Investigators
- Field Training Officers
- Range / Training Team
- Honor Guard
- School Resource Officer
- Reserve Deputies
- Court Security/ Bailiff
- TRAC Team Collaboration
- Narcotics
- Special Response Team
- Search & Rescue
- Office of Emergency Services

2020

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)



PATROL UNIT

K.4.a

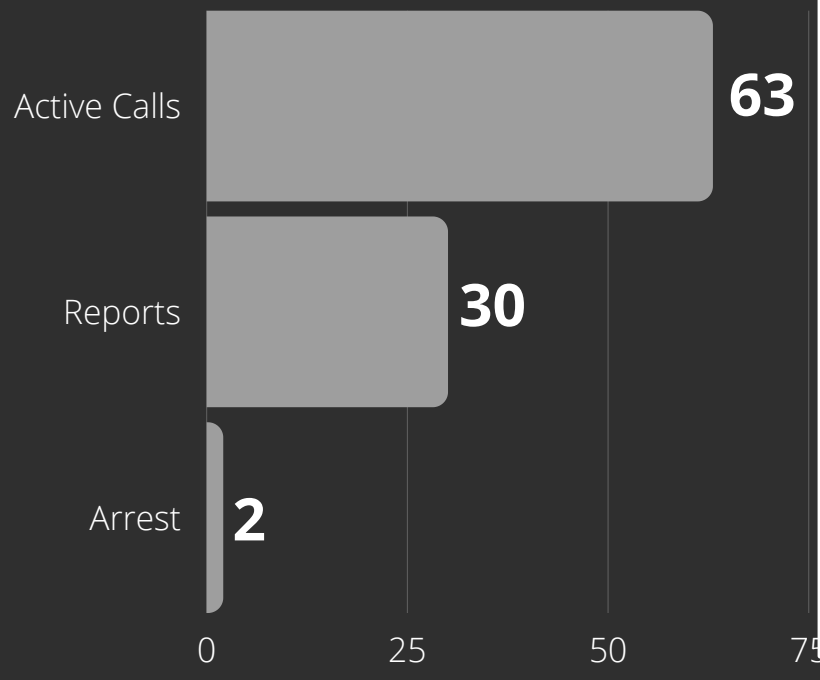
The Patrol Unit is the most visible unit of the Sheriff's Off
These are our marked patrol cars that patrol communitie
neighborhoods, respond to emergency calls, fires, medi
aids or general law enforcement request.

Patrol is the largest unit in the Operations Division. It
currently consists of 20 full time Deputy Sheriff's. The pa
unit is staffed 24 hours a day, 7 days a week, 365 days a y
There is NEVER a day, hour, minute or second not covere
the Patrol unit.

Mariposa County makes up 1463 square miles and can ra
in elevation from approximately 300 ft to over to 10,000
The Patrol Unit operates out of three stations: South Cou
located in the main Sheriff building in the town area o
Mariposa County; Station 1- located in the town area o
Greeley Hill; and Station 2- located in the La Grange Are

Patrol Deputies generally create two types of reports:
Information Reports- These reports are taken when
laws are broken and no crimes have occurred but the
information is taken for documentation purposes.
General Case Reports- These reports are taken when
crime occurs or more in depth information needs to b
taken. These reports are generally felony, misdemeanor
coroner investigation reports.

**During 2020, in a 24 hour period, a Patrol Shift or
average handled the following cases:**



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

INVESTIGATIONS / DETECTIVES



The Detective Unit is made up of one Sergeant, four Detectives and a part-time Detective. Each Detective o average has a case load of 5-7 active cases and many mo "cold" cases.

This unit investigates complex crimes that are typically fel in nature. They include crimes like Homicide, Person & Property , Elder Abuse, Sex & Domestic Crimes, Narcoti and Financial Crimes. The Detective Unit typically takes t original crime report and goes much deeper, looking at angles of the case, even working with outside agencies Some cases can be worked in just a few days while othe can take as much as a year or more.

Financial Crimes continue to be on the rise in recent ye During a financial crime investigation Detectives typical generate and submit over ten search warrants. Financi crime investigations can also take more than a year to fu investigate. Detectives can spend months working a sing case.

2020 Notable Cases

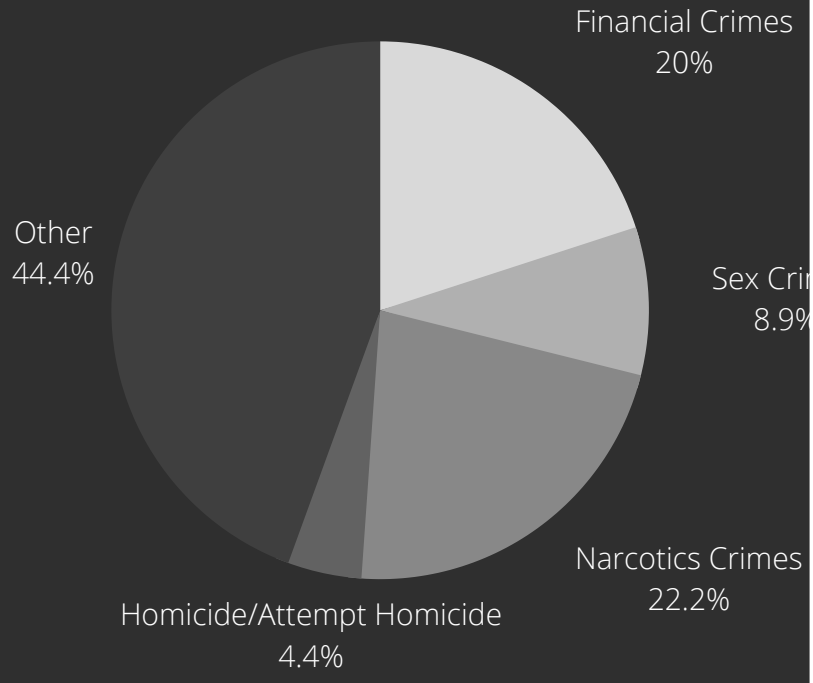
January: $1 Million dollar gold theft. Christine Morlan stole approximatly $1million in gold, gold nuggets, gold dust, coins, supplies, jewlery and other items. She sold them in multiple states before being caught in Washington.

February: Attempted Murder in Greeley Hill. Suspect Jeron Roberts hit the victim with his car then proceeded to beat him with a gun. Roberts fled the scene and was located the next day in Stanislaus County.

July: Fraud /Arrest of Kelly Walker. Walker was arrested for attempting to fraud people by convincing them she had cancer. Fund raisers as well as private donations were made to Walker because she "had cancer".

August: Attempted Murder of a Peace Officer. Douglas Popke shot at a MCSO Deputy and then barricaded himself inside a storage unit full of guns and ammunition on his property.

2020 Investigations



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)









K-9 UNIT

The K-9 Unit is made of of two Patrol Deputies, two K-
Deputies and one Sergeant.

K-9 Tango- 6.5 year old Belgian Malinois.
Post certified in narcotic detection. Trained in tracking
apprehension and evidence detection.

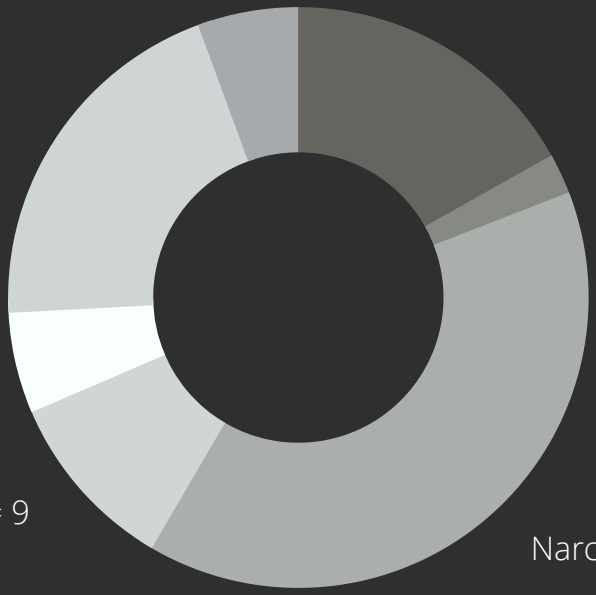
K-9 Niko-4 year old Belgian Malinois.
Trained in tracking, apprehension, bomb detection an
evidence location.

Tango and Niko have completed over 400 hours of training in 2020.

K-9 Units are used in many different areas of law enforcement, everything from community events to suspect apprehensions. To be a good K9 handler takes immense amount of time and dedication to training ar care of the dog. You must become an expert in readin your dog's behavior changes on and off duty. You have learn basic veterinary medicine and how to treat injuri yourself.

Tango and Niko are a great addition to our Law Enforcement family, they provide safety to our Deputie and to the public each and every day.

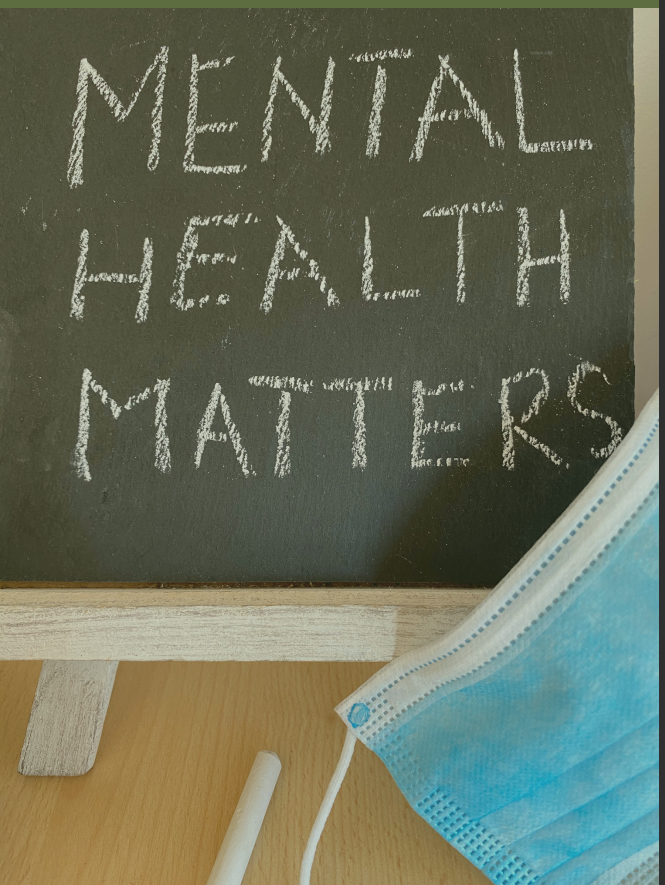
2020 K-9 Activity



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)







COLLABORATION WITH THE TRIAGE RESPONSE ASSESSMENT OF CRISIS TEAM

The Sheriff's Office has partnered with Mariposa Coun Behavioral Health when responding to a possible critic mental health issue. The Sheriff's Office was one of the f in the state to implement such a partnership.

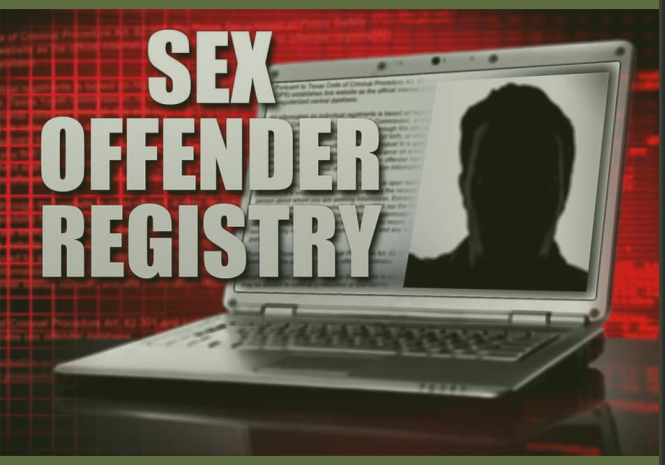
In 2020 the TRAC team responded to over **TWENTY-FI** calls with the Sheriff's Office Patrol Deputies and ove **Fifteen** calls with the Jail Custodial Deputies.

Custodial and Patrol Deputies train once a year with Behavioral Health professionals. This training covers strategies for dealing with situations where staff are potentially dealing with persons with mental health issu

"There have been several crisis calls to which the Marip County Behavioral Health TRAC team, along with either patrol deputies or correctional staff at the county jail, ha responded for community members struggling with me health issues. The Sheriff's department has always worked with Behavior Health as one of our community partners, to meet th needs of the public and to ensure individuals that struggle with mental health issues rece the best continuity of care. Patrol deputies and correcti officers have always acted with professionalism and compassion. They are always willing to respond to assist with those individuals need a higher level of care regarding their mental heal Behavioral Health, and the TRAC team, are grateful for this innovative partnership that b meet the needs of all members of our community."

- Kyle Jenkins Social Worker
Supervisor II TRAC Team

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)



OFFENDER MONITORING - 290 TEAM

The 290 Registrant Team monitors sex, arson and dru offenders that are required to register with the State. T team registers, monitors, and investigates sexual registration violations. The team oversees approximatel registrants throughout the county. Registrants are requi to update their information two times a year and a hou check is conducted after each update to verify the information presented. Photographs and fingerprints a taken at each update to verify the registrant is documen properly.





215-MARIJUANA TEAM

The Proposition 215 team's primary focus is investigati large-scale marijuana operations within Mariposa Cour This includes indoor and outdoor cultivation operations private property, public lands, and allotment lands. The investigations are usually associated with large-scale dr trafficking's organizations that originate in communitie outside of Mariposa County. The team consists of Patr Deputies, Detectives, Custodial Deputies, and Probatio Officers. In addition, they work closely with members of and Wildlife, Forest Service Agents, BLM Agents, CalCann Investigators, National Guard, and County Code Enforcement. In 2020, the Proposition 215 Team eradica over 100,000 marijuana plants. Approximately 20 subje have been captured, arrested and/or charged. Approximately 10 firearms seized, as well as hundreds pounds of processed marijuana possessed for sales.





SCHOOL RESOURCE OFFICER

The School Resource Officer (SRO) is a grant funded posi for one Deputy Sheriff to provide school related law enforcement duties to all schools in the Mariposa Cour Unified School District. The SRO works closely with scho administration on truancy issues, school & student safe educational needs, tobacco issues, etc.

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

TRAINING COORDINATOR



Sheriff's Office personnel undergo continued professio development and training in order to meet and exce state and federally mandated periodic requirements Certain training topics are covered locally by in-hous instructors, while other topics require specialty trainin delivery by outside subject matter experts.

The Sheriff's office currently conducts seven classes cert for instruction by the California Commission on Peac Officer Standards and Training (POST). Personnel comp refresher training in skills considered to be "perishabl every two years which includes: driver training, communication and defensive tactics. Firearms training done quarterly. Law enforcement training is constant evolving to best adapt to legal decisions, societal trend advancing technology and community needs.

FIELD TRAINING OFFICERS

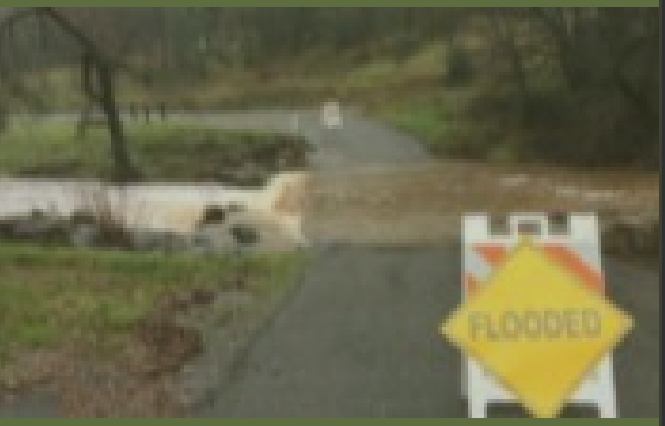


Patrol Field Training Officer's (FTO) primary role is focu on training newly hired Deputy Sheriff's. In addition, the provides a supervisory role during shifts when designat by a Sergeant or when a Sergeant is unable to supervis shift. FTO's are expected to maintain current, expande understanding and knowledge of Federal, State and Lo laws, ordinances and the Mariposa County Sheriff's Off Policy and Procedures.

During 2020 Mariposa County Sheriff's Office FTO's trai two new Patrol Deputies. The trainee has to complete minimum of 400 hours to be considered for solo depu patrol.

FTO's generally conduct visits to the Academy to check in our employees as well as for recruiting purposes. This y due to Covid-19, FTO's did not make any Academy visit

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)







OFFICE OF EMERGENCY SERVICES

The day-to-day operations of the Office of Emergency Services (OES) Unit is made up of one Sergeant and or Deputy. When activated they can be staffed with 10 or m e Sheriff's Office staff or staff from other Mariposa Coun departments. The OES Unit relies on the following objectives:

Preparedness- Preparedness is all about pre-planning a education. Our office prepares emergency and continge plans, ranging from evacuation plans to the County Wide Emergency Operations Plan. These plans help specify the roles and responsibilities of first responders and emerge management personnel during an incident.

Response- The Office of Emergency Services responds t emergencies ranging from wildland fires to storm events hazardous material incidents. We represent Mariposa County, assist first responders in accessing equipment a personnel, gather information and provide situational reports. At the scene, we are part of the decision-making process and provide guidance.

Recovery- After an emergency incident is resolved, affec residents and communities recover and rebuild and our office plays a large role in that process. We coordinate w the Federal Emergency Management Agency, (FEMA), an state, county and city agencies for funding and other needed resources. Our office assists with county infrastructure repair.

Mitigation- Mitigation is minimizing natural hazard risks putting in place projects or procedures that reduce or prevent future damages. Our office prepares the Local Hazard Mitigation Plan, a plan collaboratively crafted wit other county agencies. It evaluates Mariposa County risk and potential hazards, whether natural or human-caused Prevention-Prevention refers to any measures we can ta individually, or as a whole, to be prepared for an emerge incident. For example, clearing brush and having defensi space around residences.

2020 saw and continues to see the longest to-date Mariposa County OES Emergency Operation Center (EO activation for one incident. The OES unit activated the E at its highest level, Level 1, in response to COVID-19 o February 27th 2020. Today, almost 1 year later, the EO remains activated at the lowest level, Level 3.

The EOC also activated for the Moc Fire in August and Creek fire in September.

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)



SPECIAL RESPONSE TEAM- SRT

The Special Response Team or SRT is a specialized team highly trained staff that are committed to resolving situations using strategies and tactics that emphasize control, containment and resolution with the goal of protecting life.

The team consists of two SRT Sergeants and eight Deput

In addition to normal monthly Law Enforcement training, e SRT train between 90-100 hours a year.

During 2020 the SRT was activated by the California Governor's Office of Emergency Services in a mutual a response to the George Floyd demonstrations sweepi California.

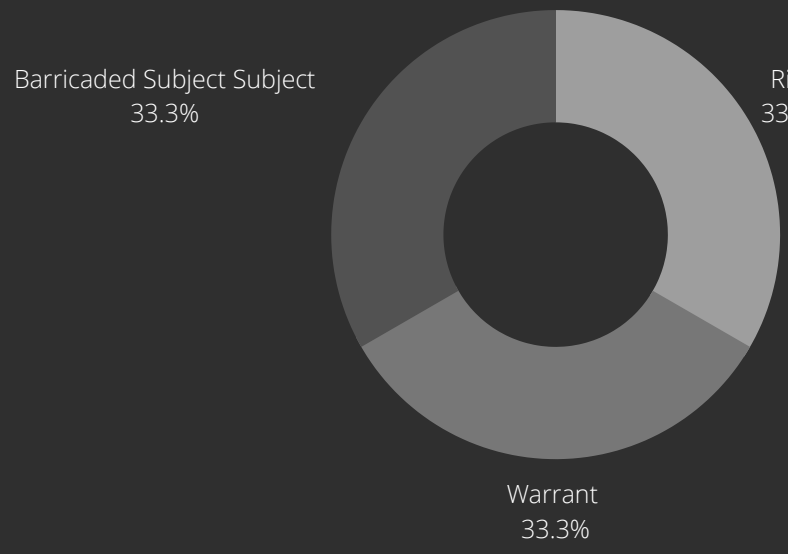
Most notably the SRT responded to the August Maripo County Sheriff's Office Officer Involved Shooting. The suspect had been shot and was barricaded in a storag container with multiple weapons. The SRT was activated responded with one of two armored vehicles. The SRT v able to take the suspect into custody without further incident.



Bravery is not the absence of fear but the action in the face of fear

SRT Activations

2020- Six Activations



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)





BOATING SAFETY

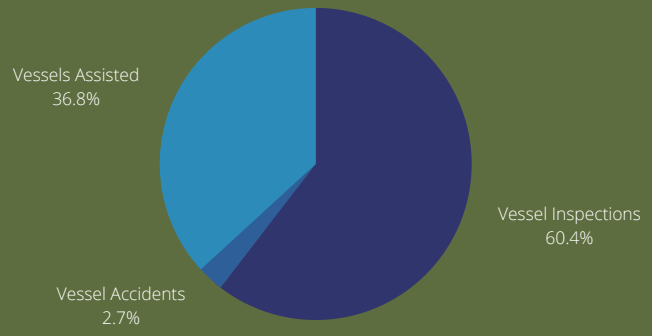
The Boating Safety Unit is made up of one Sergeant and t Deputies. Mariposa Sheriff Boating/Safety Deputies prim area of responsibility are:

- Lake McClure. Lake McClure is approximately 26 mil long with roughly about 80 miles of shoreline (approximately 7,000 surface acres) & six boat ramp McClure South ramp, McClure North ramp, Barret Co South ramp, Barret Cove, Horseshoe Bend and Bag (depends on water elevation).
- Lake McSwain- formed from the waters released from e Exchequer Dam. Lake McSwain is approximately 6 m long and is a fishing lake with a maximum speed o 10MPH.
- Merced River- from Yosemite National Park to the headwaters of Lake McClure (enforce County Ordinan s and investigate boating / rafting accidents).

The Boating Unit has five boats in their fleet. Four boats owned by the State, one boat is owned by the Sheriff's Off

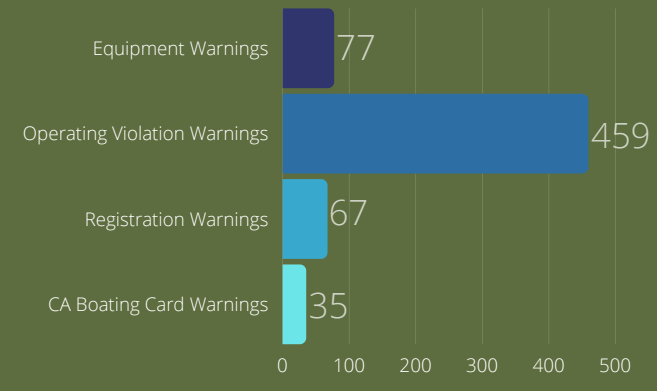
- Three inboard/outboard aluminum hull boats
- One is a jet drive aluminum hull for shallow water/Di team operations.
- One 16ft flat bottom boat with an outboard jet drive extremely shallow waters and bodies of water that car t be accessed by patrol boat. This boat can even be pu by a quad or side by side to remote areas.

Yearly Vessel Activity



Neat facts: Boating/Safety Deputies are mandated by t State of California to investigate any boating collisions th result in more than $500 damage and/or if a person is ki or injured and requires medical treatment beyond first a Boat Deputies attend special classes to reconstruct collisi s on the water similar to the way CHP investigates crashes the roadways (minus the skid marks). Boat Deputies ar trained on how to investigate Boating Under the Influen cases with special field coordination tests as it is not poss e at times to check balance etc. while on the water.

On The Water Warnings



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)







SEARCH & RESCUE (SAR)

Ready to assist in any emergency, under various types c conditions, the Search and Rescue Team is a highly train team consisting of one Sergeant and two Deputies wh manage the group of **volunteers**. Because the county diverse in terrain, members have the skills and knowled to rescue persons in the swift water of the local rivers, c cliffs and mountains or in the back country of our Natio Forests. Parts of the Search and Rescue Team are also trained in Dive Rescue and High Angle Rescue. Many o the situations encountered by Search and Rescue requi personnel to have a strong emergency, medical and technical background. Search and Rescue members respond quickly to emergencies, epitomizing the meani of team work.

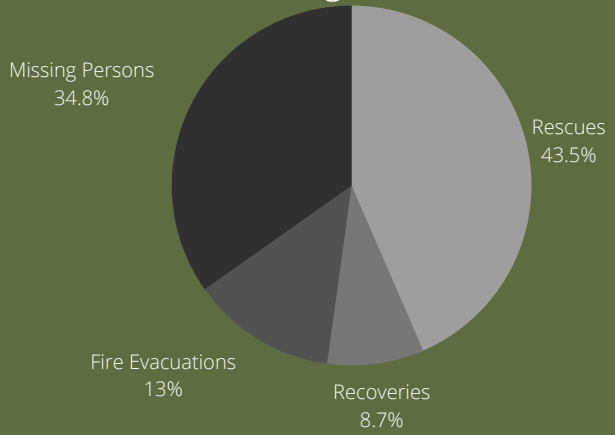
The SAR Team was activated 23 times over the 2020 ye They performed ten rescue operations, eight missing person searches, three fire evacuations, and two swift water body recoveries. Training is vital to Search and Rescue operations, volunteers racked up **2,874 hours** conducting trainings, maintaining equipment and performing community service.

Due to the COVID-19 Pandemic and the strain on Mariposa County resources, Search and Rescue assiste with Meals on Wheels senior food distribution progra **volunteering 647 hours** preparing and handing out fo to seniors.

During 2020 the Search and Rescue Team conducted tw large scale multi-day missing person searches:
Van Dinther Search - Mr. Van Dinther walked away fro his home and was found alive after 4 days.
Schluchter Search- Mr. Schluchter walked away from h home and was found deceased after 9 days.

23 SAR Activations

Total Volunteer Hours - 2,351
*315 hours assisting other counties



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)



COURT SECURITY / BAILIFF



These Units are made up of one Deputy/Bailiff, five par time Reserve Deputies and one part-time Sheriff's Security Officer.

The Court Security Unit is responsible for the security of t Mariposa County Court House, Judges, Prosecutors, Suspects, Witnesses, Defendants and anyone else enteri the courthouse. All people entering the Court House mu go through the metal detector screening process.

New for 2020 is COVID-19 screening & COVID-19 trial procedures. Each person entering the court must go through the COVID-19 screening process. Offsite trials we in high demand due to COVID-19, this posed a significar security risk as offsite locations request unique accommodations to establish a controlled environment I the Court House. This required additional staffing as well pre-trial inspections.



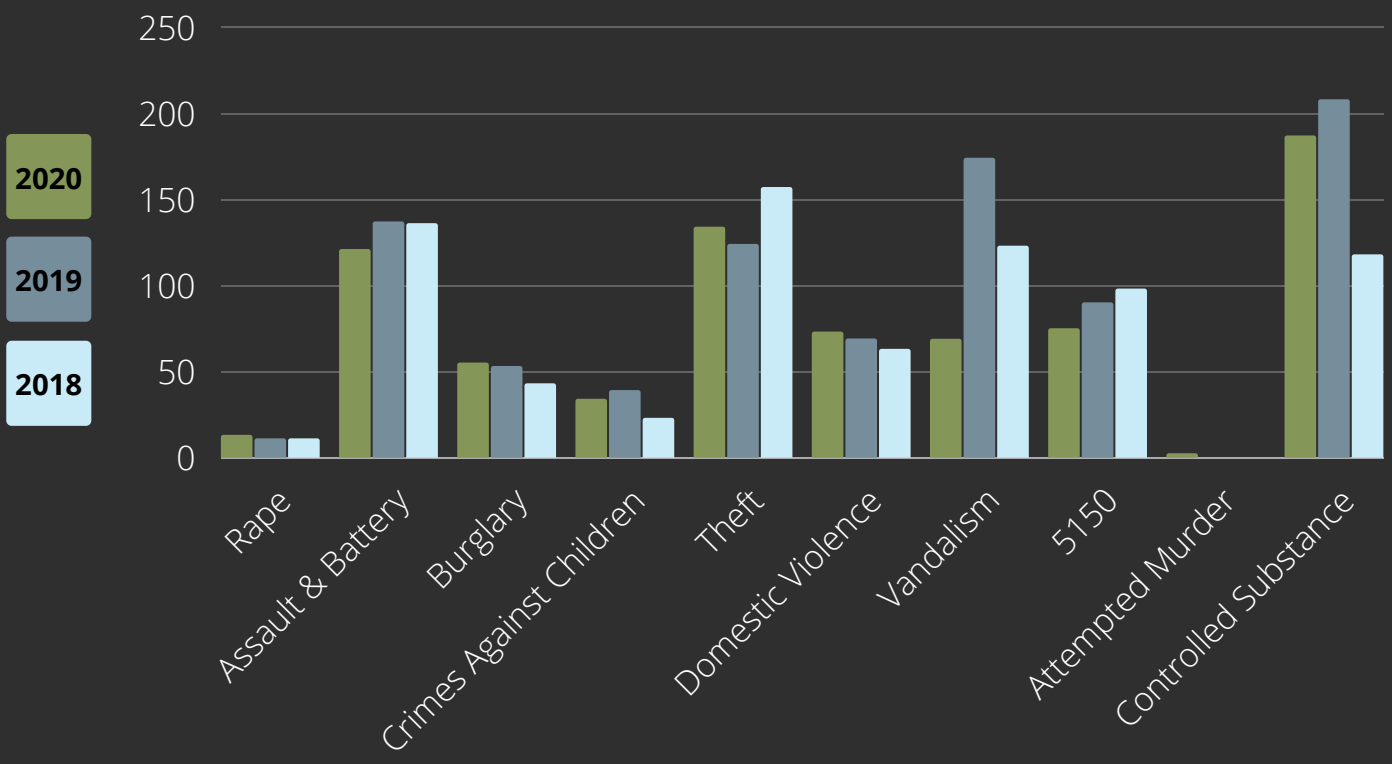
HONOR GUARD TEAM

Our Honor Guard Team most often act as "guardians of t colors" by displaying and escorting the United States an California state flags at official functions. They also provi funeral honors for fallen law enforcement officers and t

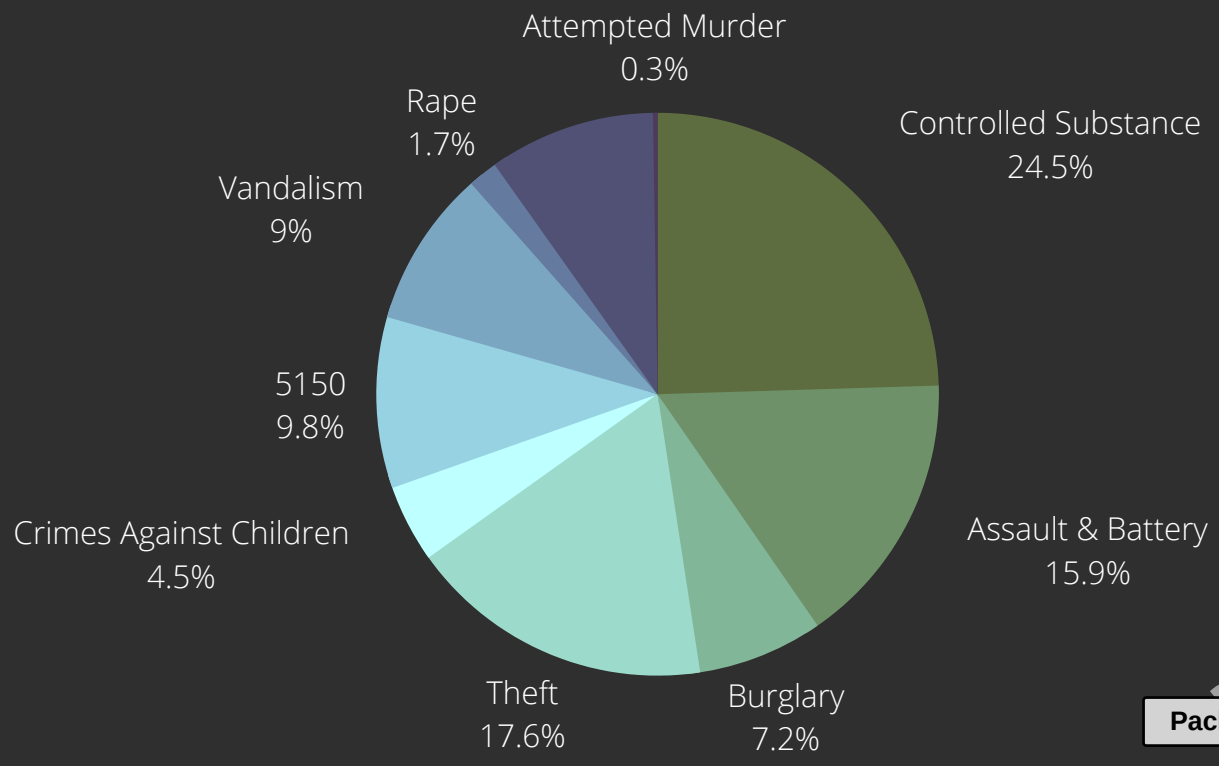


Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

NOTABLE YEAR END OPERATIONS DIVISION STATS



CRIME	2020	2019	2018
Rape	13	11	11
Assault & Battery	121	137	136
Burglary	55	53	43
Crimes Against Children	34	39	23
Theft	134	124	157
Domestic Violence	73	69	63
Vandalism	69	174	123
5150	75	90	98
Attempted Murder	2	0	0
Controlled Substance	187	208	118



Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)



Community Services Division

The Community Services Division consists of the following units/teams:

- Jail
- Evidence
- Coroner
- Dispatch
- Animal Control
- Personnel
- Records
- Purchasing
- SCOPE
- Building and Grounds

Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

2020







ADULT DETENTION FACILITY

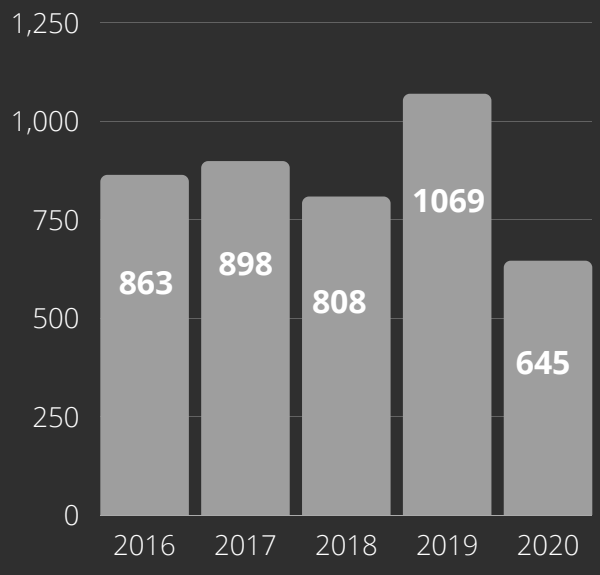
The Mariposa County Adult Detention Facility, often refer d to as the County Jail, is a Type II facility. The facility can h up to 58 inmates at one time. The Jail must comply wi Title 15 and Title 24 requirements.

The Jail is made up of one Lieutenant, three Custodia Sergeants and seven male Custodial Deputies and seve female Custodial Deputies. Custodial Sergeants and Custodial Deputies are staffed in a strategic way to ensu we are following state mandated gender policies.

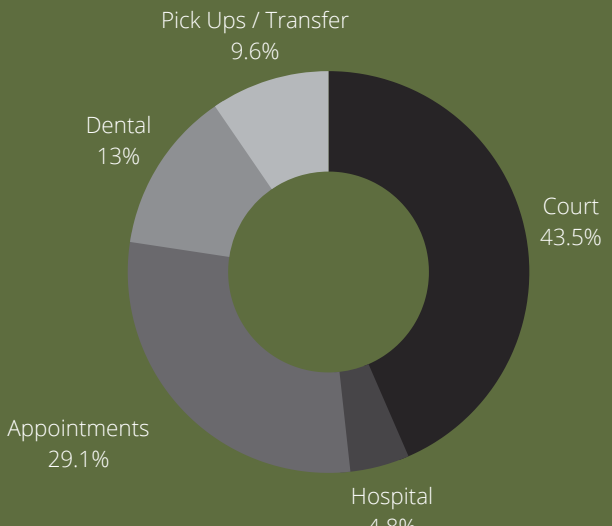
Custodial staff meticulously follow Title 15 requiremen which regulate the conditions of confinement as it rela to food, medical treatment, housing and discipline. Title regulated the minimum standards for the design and construction of the jail buildings.

Due to the COVID-19 Pandemic, Jail operations were modified for the safety of the inmates and staff. Inmat capacity was reduced from 58 to 27. Jail staff were quic change policies and procedures throughout the Jail sett Every person going through the booking process must c rapid COVID-19 test and must complete a quarantine period prior to being released in to general population. of the printing of this Annual Report there has been n COVID-19 outbreaks at the Jail.

Five Year Glance at Jail Bookings



Movement of Inmates

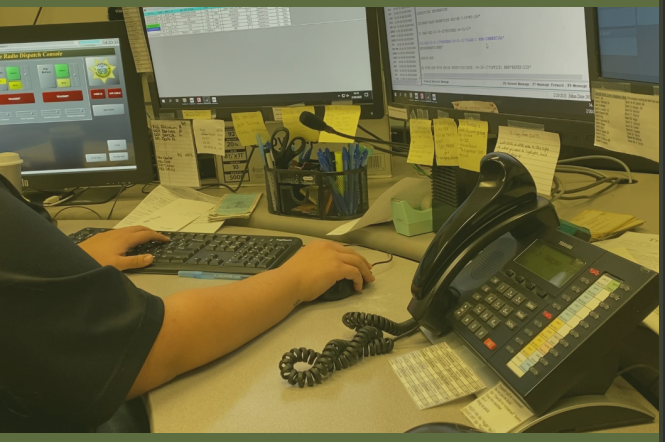


Attachment: 2020 Annual Report (11484 : Sheriff's Office 2020 Annual Report)

911 DISPATCH







Our Emergency 911 answering center is the answerin point for all 911 calls made in Mariposa County. Calle "Control" on the radio by all emergency personnel, they also responsible for all radio communications with al Sheriff's Office personnel. They provide important information to assist Deputy response to calls for servi and help ensure citizen and officer safety. Dispatchers a able to monitor movement of staff in the field, allowing th to dispatch the closest available Deputy to a call.

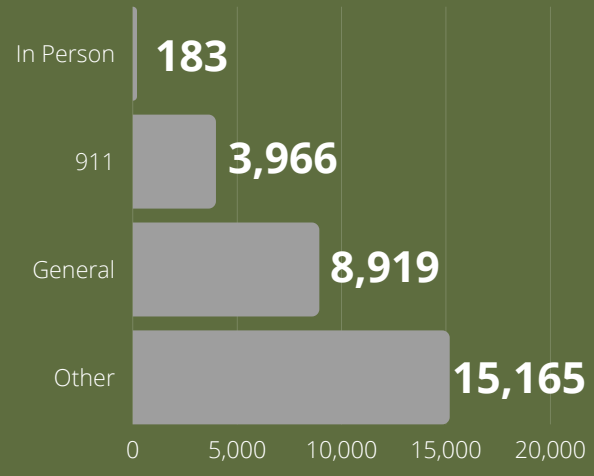
The Emergency 911 center is made up of seven Dispatch and is staffed 24/7/365. The goal for 2020 was to increa the number of Dispatchers, including adding a Dispatc Supervisor, however due to the COVID-19 pandemic ar budget restraints caused by it , the Sheriff's Office has n been able to accommodate this change.

Emergency call takers receive calls of all types; from weat and road conditions to emergency calls for help. Mos people are calling on their worst day. 911 Dispatchers a trained to handle each call in a way to get help to the ca quickly.

The Emergency 911 center has now been upgraded t accept emergency text messages. Residents can text 9 instead of calling, if they are unable to do so in the case an emergency. This technology is available to users fro their cell phones when speaking on the phone is not a option, or when it could put the caller in danger. Text-to- is an added resource for individuals who are deaf, hard hearing or have speech disabilities. The new 911 textin system will allow 911 dispatchers to reply via text or call reporting party directly. 911 text messages are routed to nearest or pre-determined 911 center to the phones location. Texts can immediately be transferred to the m appropriate first responder agency. Residents are encouraged to call, rather than text, whenever possible ensure that critical information can be relayed in the m efficient way possible.

2020 Emergency Call Highlights

Total Calls = 28,233



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2020 Total Deaths- 128

Pending Cause- 2

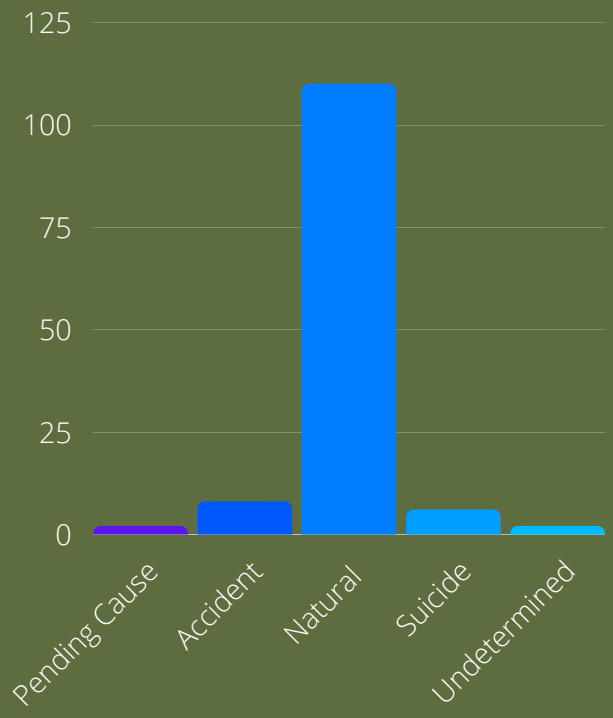
Accident- 8

Homicide- 0

Natural (includes Dr. Sign)-110

Suicide- 6

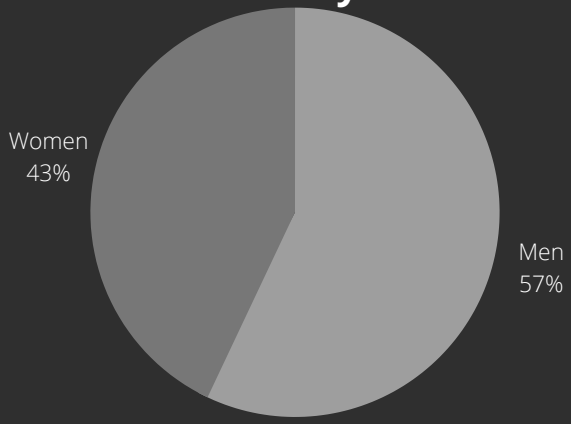
Undetermined- 2



CORONER

In Mariposa County, each Deputy Sheriff is also a Deputy Coroner. They are responsible for investigating the circumstances surrounding suspicious or unexpected deaths. They also work with the Mariposa County Sheriff's Office Assistant Coroner to locate next of kin, safeguard property and establish the identity if necessary. The Coroner unit is responsible for all deaths in Mariposa County, this does not include the deaths of Mariposa residents who die outside of Mariposa County.

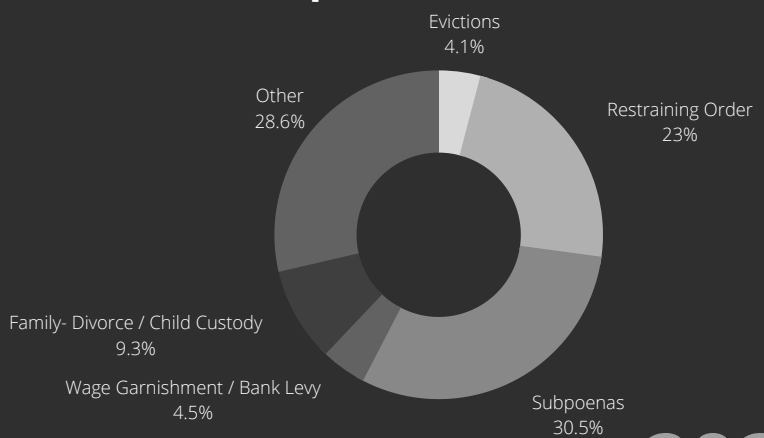
2020 Deaths By Gender

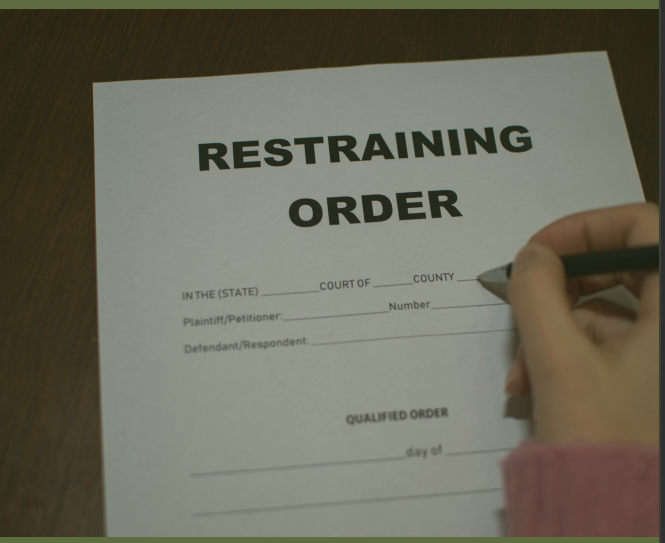


CIVIL

The Civil Unit is made up of two civil clerks who process all civil documents. The Civil Unit acts as the third/unbiased party while processing and serving any documents from one individual or entity to another. They serve restraining orders, subpoenas, wage garnishments, evictions and much more.

2020 Civil Service Stats
329 Requests for Service





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PROPERTY & EVIDENCE

The property and evidence Unit receives, records, store safeguards, loads, transports, verifies, releases and disburses evidence and property. Currently there are ov 20,000 pieces of evidence logged into evidence system Evidence in all Homicide cases must be kept forever. Th infamous "Stayner" case has well over 3,000 individua pieces of evidence. In 2020 there were 1,542 pieces o evidence recorded in our evidence management syste this is a little more than half of a normal year.

Notable pieces of evidence- in 2010 a Tommy Gun w located inside a suspect's house.



SCOPE

The Sheriff's Community Organiized Policing Effort (SCOP program is comprised of adult volunteers who assist wi the many administrative duties and non-enforcement related patrol functions. Members perform vacation hou checks, present crime prevention programs and condu high visibility patrols. These local citizens work with uniformed patrol officers to enhance the community awareness of positive law enforcement. SCOPE current has 48 members.



PROJECT LIFESAVER- TEAM

The Project Lifesaver (PLS) Program is a service provide to those with Autism, Alzheimer's, and Dementia who hav tendency to wander away from their caregiver or reside and become lost. Each person enrolled in the system i issued a wrist watch type device that emits radio signals t allow for tracking capabilities up to four miles, terrain permitting. There a currently 15 clients in the PLS progra

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ANIMAL CONTROL

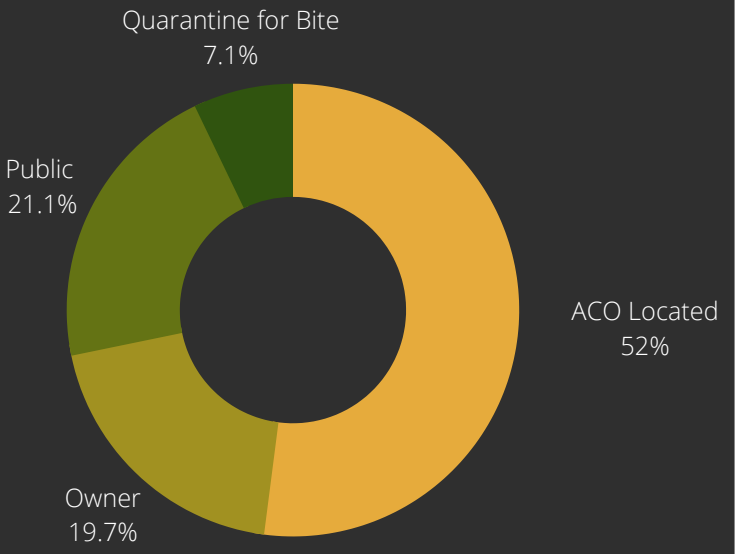




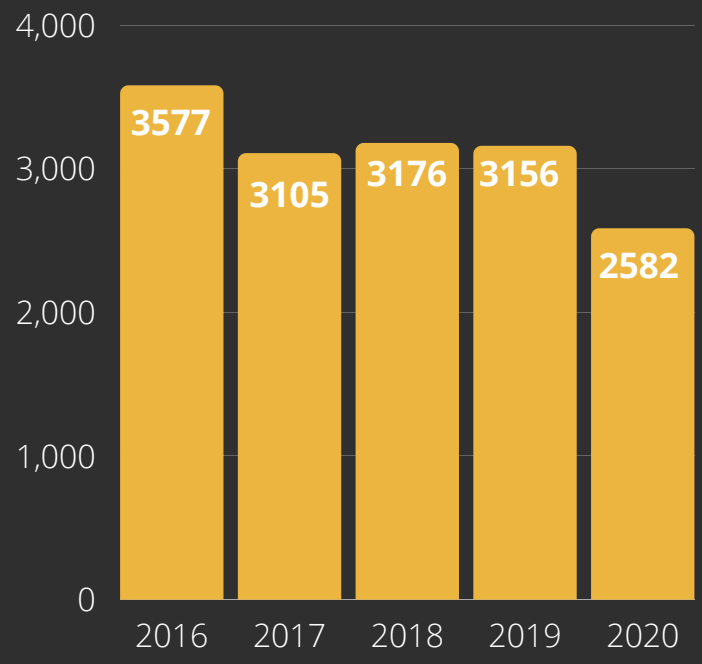


The Animal Control Unit is made up of three full time Officers. Animal Control Officers maintain public safety enforcing animal licensing laws and humane care regulations. A typical day in the life of an Animal Contro Officer consists of capturing and impounding dangerous stray animals, investigating cases of animal cruelty, enfor licensing laws and other state, county laws and regulatio rescuing trapped animals, writing incident reports and providing humane care to animals under their supervisi

2020 Animal Control Facility Intake



5 Year Glance at Animal Control Calls



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PUBLIC ADMINISTRATOR

The Public Administrator is legally mandated by the Prob Code of the State of California to serve in a fiduciary capa to provide professional estate management services t county residents. Once the Public Administrator has be appointed as administrator to an estate, he/she has th same duties and functions as private administrators. Th are to:

- Protect the decedent's property from waste, loss or th
- Make appropriate burial arrangements.
- Conduct thorough investigations to discover all assets
- Ensure that the estate is administered according to th decedent's wishes.
- Pay decedent's bills and taxes.
- Locate persons entitled to inherit from the estate and ensure that these individuals receive their inheritance
-

The Public Administrator may be notified of a death by mortuaries, residential facilities, hospitals, or private citiz when someone dies, and the family of the decedent can be immediately located or are unable to administer th estate. The Superior Court is likely to assign the Public Administrator to an estate when there is risk of loss o misappropriation of estate assets. The Superior Court m also appoint the Public Administrator as administrato when an estate is contested by heirs.

The Mariposa County Public Administrator handles between 3-10 case per year.

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CHAPLAINCY UNIT



The Sheriff's Chaplaincy Unit was created to provide emotional and spiritual support to the Sheriffs Office sta public safety partners and the community. They are ma up of clergy volunteers who are ordained, licensed, or approved members of a religious organizations. All Sher Chaplains have completed Basic Chaplain Academy Train

Chaplains often assist deputies by working with individu families, or victims of crime during times of crisis or catastrophic events. Sheriff's Chaplains provide comfort support for victims of tragedies or crimes.

Chaplains participate in critical incident stress debriefin PTSD support, counseling, and peer advice to Sheriff's st Chaplains often ride along with deputies on patrol as th take calls for service.



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