Mariposa County

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MILES MENETREY, CHAIR	**DISTRICT V**
WAYNE FORSYTHE, VICE-CHAIR	**DISTRICT IV**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 15, 2023

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	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 Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda announcement. He noted CA. 8 and 23 require a 4/5th vote. He announced that CA. 5 would be pulled for further discussion. He also noted Regular agenda item I. 3 was withdrawn from today's agenda.

Joe Lynch/ Health and Human Services Director, commented on CA.9, noting she spent 24 years with the County and she would be sorely missed. He also noted for CA.10 that the county is made up of volunteers who are extremely valuable to this community, he noted he appreciates all who give their time to serve on committees.

Mike Brusa/Bear Valley Resident, noted he was thinking over the consent agenda, and he felt there are a lot of items on the consent agenda. He commented again on CA.1. noting the concern for housing on the part of the government is not real. He related this back to his previous job for a water district.

Supervisor Toso commented on CA. 23 wanting to ensure it wasn't general fund monies. Hannah Harrison/Community Planner, noted this is to release the rest of the grant funds and is not pulling from the general fund.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA4. **Administration**

Approve an Agreement with Kelly Clark for Restoration of Employment Eligibility and Partial Repayment of Voluntary Separation Program Incentives

CA6. **Administration**

Approve a Three-Year Lease Agreement with the 35-A District Agricultural Association in the Amount of $125,784 for Fairgrounds Office Space Used by the University of California Cooperative Extension, the County Agricultural Commissioner, and the Natural Resources Conservation Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration**

Approve an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount not to Exceed $500,000.00 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the Human Resources Office with Personnel-Related Issues for Fiscal Years 2023-2024 and 2024-2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Auditor**

Approve Budget Action Reducing General Fund Contingency for Postage ($71,239) (4/5ths Vote

Required)

CA9. **Board of Supervisors**

Resolution and Tile Plaque Recognizing Jeanie Seymour, Upon Her Retirement as Eligibility Worker II

CA10. **Clerk of the Board**

Appoint Loretta Milne for a Term Expiring August 15, 2026; Appoint Mike Charman for an unexpired Term Ending February 7, 2026; and Re-appoint Paul Bricket for a Term Expiring August 15, 2026 to the Behavioral Health Board (BHB); Recognize the Service of Matt DiPirro to the BHB

CA11. **Fire**

Approve Amended/Added Language within the 2023-2025 Assistance By Hire (ABH) Agreement with Local CAL FIRE Unit; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Fire**

Approve Mariposa County Fire Reimbursement Cost per Uniform/Personal Protective Equipment Policy

CA13. **Health and Human Services Agency**

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,499.80 for Emergency Medical Services for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Health and Human Services Agency**

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,451.40 for Emergency Medical Services for the Fiscal Year 2023-2024; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Appoint the following as Representatives on the Emergency Medical Care Committee (EMCC): For Terms as follows: (1) 1-year expiring August 15, 2024; (2) 2-years expiring August 15, 2025; (3) 3-years expiring August 15, 2026; (4) 4-years expiring August 15, 2027.

CA16. **Health and Human Services Agency**

Approve an Agreement with American Indian Council in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve a Grant Agreement with the California Department of Public Health (CDPH) for the Amount of $31,848 for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve First Amendment to Agreement with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $20,000 for a New Amount to not Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services Agency**

Approve an Agreement with Transformations in the Amount of $172,375 for Crisis Response Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with Transformations in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve an Agreement with GHC of Anberry, LLC in the Amount of $150,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve First Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to Foster Care Case Management; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Planning**

Approve Budget Action Increasing Revenue and Appropriations in the Planning Budget to Construct and Install the Gateway Elements and Murals for the Mariposa Gateway Enhancement Project ($797,608) (4/5ths Vote Required)

CA24. **Air Pollution Control District (APCD)**

Ratify Grant Agreement G23-PBES-21 in the Amount of $30,000 with the California Air Resources Board (CARB) to Continue to Maintain the Prescribed Burn Air Monitoring Equipment Cache at the Mariposa County Fire Department Headquarters

CA25. **Air Pollution Control District (APCD)**

Ratify Grant Agreement with the California Air Resources Board (CARB) in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G21-CAPP-15), AB617, and CARB Requirements

CA26. **Air Pollution Control District (APCD)**

Ratify Grant Agreement G21-PBRM-12 with the California Air Resources Board (CARB) in the Amount of $20,000.00 for Prescribed Burn Reporting and Monitoring

E. Items removed from Consent Agenda

CA5. **Administration**

Approve a Response to the 2022-2023 Grand Jury Final Report; and Authorize the Board Chair to Sign the Response

Chair Menetrey noted this item has always been on consent. He also discussed how the report was created, noting each Board member sent their comments to the County Administrative Officer, who then prepared the draft.

Public comment was received by Michael Mattheson/Resident noted corruption is a concern and is a cancer. He noted the Board has an opportunity to address those concerns. He noted the response does not show that the county is taking it seriously; he noted he felt the Board was moving without due course. He noted there are contradictions within the letter. He also asked what harm there is to adopting a policy that could aid in situations like this moving forward. He requested that the Board table the item so public comment could be adequately considered.

Jeanne-Anne Pine/Resident, noted she was on a grand jury twice, noting each time they invited individuals to come to meet with them, She noted a difference she sees is individuals used to respond themselves, and now the Board responds for them. She noted the Board responded but noted maybe the process needed to be looked at.

Mike Brusa noted he has lived in Mono, Inyo, Kern, Monterey, and Mariposa, and all counties have grand juries. He noted he believes all government is a monopoly. He discussed being deleted from a Facebook thread for disagreeing. He noted he has never had faith in Grand Jury reports, noting they never actually address the issues of government.

Collen Rhodes/Resident noted the grand jury report; what it indicated to her is that the Oracle system is a multi-million-dollar problem, as well as a new phone contract that represented half a million. She noted she felt sorry that more facts were not given to the grand jury and seemed to spring from a failure within Technical Services. She noted the Grand Jury, in a sense, criticized all employees. She noted it may have been technical services who caused a lack of response, but County superiors should have seen a red flag if they were not being contacted by the Grand Jury. She noted it was troublesome that a dismissive letter was being submitted. She asked how the public was to have any confidence in the process and asked that it be taken seriously.

Supervisor Smallcombe noted this situation is unfortunate; she noted every year that she has been in office, she has been invited to meet with the Grand Jury, except this year. She noted it takes two parties to have a conversation. In response to a question from Supervisor Smallcombe, Steve Dahlem/County Counsel noted there is no threshold in which the grand Jury must meet to issue a subpoena; they have the liberty to issue a subpoena at any moment. Supervisor Smallcombe noted that she had spoken to a constituent who thought there needed evidence to issue a subpoena. She also noted she believes county employees work hard and do their best to be responsive.

Supervisor Poe noted this was brought up over the weekend to him he noted this was new to him as in his past, his involvement was on the criminal side. He noted that individuals can make anonymous complaints for

investigation. He noted he doesn't know if there was a communication problem, he noted it takes two people to have a conversation, and noted in his seven to eight months he has seen communication on a high level. He also noted he was unsure where the miss took place, but he knew with the individuals he sees and interacts with, he is sure this will be addressed.

Supervisor Forsythe noted nobody is perfect; it's an imperfect board and imperfect government. He noted we as a government try to be better and noted what bothers him is communication is key. He noted he cannot ask individuals about their testimony and doesn't want to tamper with the Grand Jury.

Dallin Kimble/County Administrative Officer noted in the response that the County is genuine when we say we understand their role. He noted Grand Juries in California are unique; in other States, they deal with criminal investigations, and in California, they have the added duty of looking at performance. He noted he could not find an instance in which someone not responding, except one, and it was due to two departments receiving the same request; one didn't respond due to the other department giving the same information. Mr. Kimble noted they have reached out to this year's foreperson and have not yet received a response. He also noted that the Department Heads do not respond directly because their responses are incorporated into the letter. Supervisor Toso noted the Grand Jury is important, but it sounds like a communication issue. In response to a question from Supervisor Toso, Mr. Kimble noted the grand jury members are provided county emails. Supervisor Toso noted when she first read the report, she was upset, as this isn't the type of behavior, she sees from Department Heads. She noted she sees everyone working hard and communicating quite well.

Chair Menetrey noted he, too, was disappointed, he asked if any of the Board members were asked to be interviewed. The remaining four heads shook signifying no, they had not. He noted it frustrated him that he could not get to the bottom of who was "stonewalling" the Grand Jury. He noted he emailed Adrianna Keller and read her response to asking who the culprits were.

Chair Menetrey re-opened public comment.

Michael Mattheson noted he respects the board and their decision, but he has questions. He noted he appreciated Supervisor Forsythe's response, but he asked if the Board cannot question individuals without "metaling with the grand jury" how is that the CAO was able to? He also noted a subpoena is not a threat; it is a legal request. He also noted that if the Board must stay neutral how is it the CAO was able to still investigate?

Joe Lynch thanked Ms. Pine, noting when he began in 2015, he was in a passion that was to respond. He noted this year's report was interesting as he was asked to respond but for the first time in four years, was not interviewed.

Jeremy Briese/Sheriff noted as an elected official, he wanted to thank the Grand Jury. He noted they did not see these issues; the Grand Jury spent a lot of time in the Jail facility. He noted he felt the County should use this to work towards the positive for the future, noting communication is key.

Karen Glendenning/Fish Camp resident asked about the Local Transportation Commission, Chair Menetrey noted we are not there yet.

Chair Menetrey read an email from Collen Rhodes, who thanked the Chair for explaining and noted that it shouldn't be on consent.

Mike Brusa noted in terms of public comment, he didn't believe he has ever seen public comment be re-opened. He noted he is cynical as he believes Grand Juries aren't looking at the root of the real issues. He noted he moved to this community because it was small. He noted when he interacts with County employees, he is treated as a human being.

Lorraine Freeman/Resident, noted her concern is with how Oracle got selected. She wanted to know what the process was and if there was a thorough investigation done.

Supervisor Toso asked Director Lunch if he received a call, email, or subpoena from the Grand Jury. Director Lynch stated no, he had not.

Supervisor Poe noted it is interesting that they have the ability and authority to reach out to individuals, but it seems clear that there are several departments that are giving the impression that there was no attempt at communication, except when subpoenas were issued.

Mr. Kimble noted he agreed, it was as simple as an email. He also wanted to highlight that most noted they did not receive a request until a subpoena was issued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

F. Departmental Presentation

Steve Engfer/Planning Department noted they have been meeting with the town merchants, and are working in conjunction, and we will be moving forward with revamping the Mariposa Town Planning Advisory Committee. He noted he would work with the Clerk of the Board's office on releasing vacancies.

Shannon Hansen/Public Works and Transportation Director noted the work downtown is moving along well. She noted she is happy to say all the manholes have been replaced in the Caltrans right of way. She noted communication has been had with the contractors in regard to the Holiday weekend and Labor Day Parade. She also gave a shout-out to Elizabeth Darcy who has been pushing so much information out.

Ryan Oliphant/Chief Probation Officer gave an update on the mobile probation unit while pictures were put up on the screen. He noted this will get services to clients and it comes with a kitchen, bathroom, Star link, solar, and a generator. He noted the goal is to bring services to clients, especially those who live remotely.

Danielle Bondshu/Clerk of the Board, gave an update on August 29th, noting a Town Hall will be held in the Chamber from 5:30 PM to 7:30 PM to get input from the public on the county website.

Wes Smith/OES gave an update on winter events in December and February. He noted for individuals to call

209-966-3615 to ask for Raquel, and she could provide details on the various programs he read off. He went into further details on the program.

Dallin Kimble noted the County will have a booth at the fair to get information out to the public including on the ADU Workbooks. He also noted the results of the community survey are in and he will be following up with Town Halls and they are looking at a strategic plan retreat.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

11:05 AM Chair Menetrey recessed the Board of Supervisors meeting.

H. LOCAL TRANSPORTATION COMMISSION

11:05 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Approving State of Good Repair Project List for FY 2023/2024

Jeannie Morvay-Clayton/Planning Transportation gave the staff report.

Public comment was received by Mike Brusa who noted whatever money we can claw back from the state, however, $125 million which is dolled out, generates a department somewhere else. He noted a small county like ours that gets $28,000.

11:10 AM Danielle Bondshu stepped away and Katherine Slenders stepped in as Clerk. Ms. Bondshu returned as Clerk at 11:13 AM.

Karen Glendenning noted when planning in the future, she asked that Fish Camp be included as areas in District 1 are considered not feasible.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

Adjourn LTC

11:16 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:16 AM Chair Menetrey reconvened the Board meeting.

I. Regular Agenda Items

11:18 AM Chair Menetrey recessed the Board for a brief break and reconvened at 11:25 AM.

4. **Clerk of the Board**

Receive a Presentation by National Park Service, Providing an Update on Yosemite Visitor Access Management Plan

Chair Menetrey noted that item I.4 was to be taken up at 11:00 AM, due to time constraints, it began at 11:25 AM.

Cicely Muldoon/Superintendent of the National Park Service (NPS), introduced Rachel Collins/NPS, who gave a PowerPoint presentation.
Public comment was received by Jonathan Noel/Resident, who noted he believes they should have a senior pass for seniors and include not needing a reservation.

Jonathan Farrington/Tourism Bureau noted he had received questions on what years of data are being used for their plan, noting this year, they have seen significant road closures, traffic issues, employee issues, etc. He also noted that COVID shortfalls for international travel are still being seen.
Jim Evans/Resident noted a mission is the protection of the watershed; all the lines of cars, and people are not good for the watershed. He also suggested they look at the 1980s management plan.

Jonathan Noel spoke again, asking if they have considered putting a parking structure in the valley.

Ms. Collins began addressing questions, noting the senior pass is an idea that could be considered. Superintendent Muldoon noted that they are looking at multiple years as far as what data will be used. Ms. Collins continued by noting they are looking at the 1980's General Management Plan as well as the River Plan. She noted in regard to Mr. Noel's second question, they want to be thoughtful of the historical culture. Kathleen Morris/NPS also noted when the river plans were developed, it was to preserve the valley, not to build more infrastructure.

Board discussion ensued.

RESULT: PRESENTATION HELD

1. **Public Works**

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service"

Sam Cerveny/Deputy Director of Public Works, gave the staff report. No public comment. Board discussion ensued.

RESULT: INTRODUCED

2. **Public Works**

Approve an Agreement with R. Sutton Enterprises, LLC for the Holtzel Road Storm Repair Project in the Amount Not to Exceed $487,500.00; and Authorize the Director of Public Works & Transportation to Sign the Agreement

Shannon Hansen gave the staff report.No public comment. Supervisor Poe gave kudos.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District II Supervisor Shannon Poe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

3. **Administration**

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic

RESULT: WITHDRAWN

5. **Planning**

Approve the Final Design of the Mural to be located at APN 013-182-002 (5041 Hwy 140); Authorize the Board of Supervisors Chair to enter into a Lease Agreement with Jennifer and Peter Kiser for Installation of a Mural at this location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with The Garber Family Trust for Installation of this Mural on the Adjacent Property

Hannah Harrison/Community Design and Development Planner, gave the staff report.

Public comment received by Jenny Kaiser/building owner, noted she and her husband are excited about this project, and they can't wait to see it go up.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

6. **Planning**

Approve the Submittal of a Grant Application to the Regional Resilience Planning and Implementation Grant Program from the Governor's Office of Planning and Research to Develop a Climate Resilence and Adaptation Strategy for $300,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded

(Subject to Approval as to Legal Form by County Counsel)

Steve Engfer gave the staff report.

In response to Supervisor Poe, Mr. Engfer defined environmental justice as a history of industries where considerations of the impacts of those things of that sort are addressed.

Public comment was received by Mike Brusa, who noted here is another thing being directed with money from the government. He noted the coercion of the government doing what it wants, noting he is sure it's going to run a rough shot over property rights.
Board discussion ensued.

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
NAYS:	District II Supervisor Poe

7. **Planning**

Receive a Presentation by the Planning Director, Providing an Update on the Agriculture and Working Landscape Conservation Plan

Steve Engfer gave a PowerPoint presentation with Hannah Harrison. Supervisor Forsythe thanked them and asked if they considered working with 4-H and FFA. Mr. Engfer noted they had contacted Buzz Arnold/Ag Teacher to see if the students could do a speech about the project.
Public comment was received by Monica Nielsen/Agricultural Commissioner, who requested that the Board and public read this thoroughly before adoption. Supervisor Smallcombe asked what role she played, and Commissioner Nielsen noted they had added a few comments and concerns.

Mike Brusa noted he grew up in Salinas Valley, where the agriculture is amazing. He noted he generally gets nervous to see a plan from a planner as you cannot plan complex systems.

Mikayla Cory/Agriculture and Standards Inspector noted they have mentioned the Terracount a few times, but the plan notes it is incomplete.

Board discussion ensued.

RESULT: PRESENTATION HELD

8. **Administration**

Receive a Presentation on the Enterprise Resource Planning (ERP) System in Oracle

Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint presentation. She noted in response to a question this morning from Lorraine Freeman there is documentation and information on the NextRequest system that can be accessed.

Public comment was received by Colleen Rhodes, who noted she has been looking at Oracle for a while now. she noted in 2018, the RFQ was approved and then awarded in Feb. of 2019. She then gave costs of items that have come forward, noting its cost of over $3.5 million, not including the full-time positions to support Oracle. She noted she wanted to know what Oracle, DLT, and Graviton have cost up to date and moving forward.

Kristie Mitchelle/Sheriff's Office noted the county went from living in a tent to getting the keys to a kingdom with Oracle. She noted it allows them to look at their budget and expenses. She also noted it has allowed them to provide better service to their vendors. She also has taken input from meetings and come back with solutions that have created a comradery.

Ms. Westerlund noted, in response to Ms. Rhodes's questions, that they would need to work to pull those numbers together. She also noted they had a staff committee to come up with what was needed, and GFOA assisted in finding a system that would meet the needs.

Supervisor Smallcombe asked that in the next report to the Board, they run through the cost.

Board discussion ensued. Ms. Westerlund noted she would be embarking on a listening tour to talk to each department and would keep the Board apprised.

RESULT: PRESENTATION HELD

K. Board Information

Chair Menetrey asked the Board to schedule a special meeting in regards to an upcoming item that is scheduled for September 12th with the Code Compliance Advisory Committee. At Board's consensus, the Clerk of the Board was directed to work with the Planning Department to schedule a special meeting.

Information received.

J. Closed Session

2:24 PM Chair Menetrey read both items. No public comment was received on either. Chair Menetrey recessed the Board into closed session at 2:25 PM.

2:26 PM Chair Menetrey reconvened and noted these two items have been withdrawn and will return at a later date.

1. **Board of Supervisors**

Closed Session Public Employee Performance Evaluation; Department Head Review: County Counsel

RESULT: WITHDRAWN

2. **Board of Supervisors**

Closed Session Public Employee Performance Evaluation; Department Head Review: Clerk of the Board

RESULT: WITHDRAWN

L. Adjournment

2:27 PM Chair Menetrey adjourned in memory of Maureen Margaret (Skopp) Petroff, John Raymond Schroeder, and Clifton Barnard.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-444

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Resolution Continuing 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.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-445

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 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

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-446

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-447

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve an Agreement with Kelly Clark for Restoration of Employment Eligibility and Partial Repayment of Voluntary Separation Program Incentives

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Kelly Clark for Restoration of Employment Eligibility and Partial Repayment of Voluntary Separation Program Incentives.

In July 2020, Mr. Kelly Clark left County employment as part of a voluntary separation program used to reduce expenditures during the novel coronavirus pandemic. In exchange for his voluntary resignation, Mr. Clark received a $12,000 incentive, based on his twelve years of employment with the County, a $1,200 credit for COBRA insurance, and payout of all of his vacation time and 80 hours of sick leave.

The sheriff's office is now interested in re-hiring Mr. Clark as a deputy assigned to the northern area of the county. This has traditionally been a difficult position to fill and that continues to be true in recent recruitment efforts. Mr. Clark has also expressed interest in returning, but doing so would violate the voluntary severance program agreement, which requires separation for a minimum of five years, and would make the incentive dollars paid an illegal gift of public funds.

This agreement resolves the concerns mentioned above while also allowing Mr. Clark to return to County employment. The requirement to repay a pro-rated portion of the incentive he received, having now been separated from County employment for 37 months, eliminates concerns that the County has provided an illegal gift. Restoring Mr. Clark's employment eligibility also provides a solution for the sheriff's office to fully staff patrols in the northern portion of the county. Given this win-win resolution to the situation, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 26, 2020, the Board established a voluntary separation program with the approval of Resolution 2020-275. The program, which successfully prevented layoffs during the pandemic by reducing personnel-related costs on a voluntary basis, provided the following benefits for those willing to leave employment for a period of at least five years:

- Two months of pay (excluding stipends or other special payments) or $1,000 for every year of County employment, whichever was greater;
- 100% of vacation and administrative leave paid out on the employee's last day;
- 50% of sick leave, not to exceed 80 hours, paid on the employee's last day; and

- $1,200 in credit to use for COBRA medical, dental, and/or vision insurance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. **Kelly Clark Return to Employment MOU**
2. **Voluntary Separation Policy**
3. **Kelly Clark VSP Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MEMORANDUM OF UNDERSTANDING

The MEMORANDUM OF UNDERSTANDING (MOU) is entered into on the last date written below in the Fiscal Year 2023-2024 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and Kelly Clark ("Mr. Clark"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, the Board of Supervisors for COUNTY approved a voluntary severance program on May 26, 2020, attached here as Exhibit A; and

WHEREAS, Mr. Clark signed an agreement to participate in the voluntary severance program on June 11, 2020, attached here as Exhibit B; and

WHEREAS, pursuant to that agreement, Mr. Clark resigned from COUNTY employment on July 16, 2020; and

WHEREAS, pursuant to that agreement, Mr. Clark received a twelve thousand dollar ($12,000) incentive based on his length of employment at that time, a twelve hundred dollar ($1,200) COBRA credit, and payout of all vacation leave and eighty (80) hours of sick leave; and

WHEREAS, the Mariposa County Sheriff's Office has requested to re-hire Mr. Clark and Mr. Clark has indicated he is interested in that employment; and

WHEREAS, such employment would violate the voluntary severance policy by allowing Mr. Clark to return to employment with COUNTY sooner than five years from the date of separation, and would also create a gift of public funds without additional action.

NOW, THEREFORE, the parties hereto agree as follows:

1. Nothing in this MOU will be construed to establish a precedent.

2. COUNTY hereby agrees to waive the provision in the voluntary severance program which states, "A VSP participant cannot be reemployed by the County in any full-time regular position for five
3. (5) years following his or her separation date." Accordingly, Mr. Clark shall be allowed to resume employment with COUNTY as a new employee effective August 15, 2023.

4. Mr. Clark shall repay a total of five thousand eight hundred dollars ($5,800) to include the entirety of the COBRA credit ($1,200) and a pro-rated separation incentive amount ($4,600) Mr. Clark received as part of his participation in the voluntary severance program. Repayment shall be made prior to Mr. Clarks reemployment with the COUNTY, or at Mr. Clark's election it may be made in equal installments of $1,160 on the 1st of each month over a period not to exceed six months as determined by the County Auditor.

5. Mr. Clark hereby acknowledges that he has had adequate time to review this MOU and has been afforded the opportunity to have it reviewed by his legal counsel if desired.

6. The above recitals are incorporated by reference.

7. This Memorandum of Understanding contains the entire agreement between the parties as to Mr. Clark's reemployment with the County.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

_____

Miles Menetrey Date
Board Chair

KELLY CLARK

_____

Kelly Clark Date

APPROVED AS TO LEGAL FORM:

_____

Steven W. Dahlem Date
County Counsel

DRAFT

VOLUNTARY SEVERANCE PROGRAM

INTRODUCTION

The County of Mariposa ("County") is confronted with serious fiscal constraints and is undertaking organizational reviews to optimize the efficiency of operational functions. The Voluntary Severance Program ("VSP") is a voluntary process that offers all benefited employees a severance package to resign no later than July 16, 2020 as an integral part of an overall budget reduction. **The application must be filed between June 1, 2020 and July 16, 2020 with no applications being accepted after that date.** No penalty is imposed to any employee that elects not to participate in the program.

Voluntary separations under the VSP are intended to achieve the following specific institutional objectives: 1) reduction in salary, compensation, and benefit costs; and 2) redirecting vacated positions to focus on higher priorities. Voluntary separations under the VSP may also assist in avoiding or minimizing future involuntary terminations should available funding require reductions in personnel.

GENERAL DESCRIPTION

The VSP is a one-time opportunity for eligible employees to apply for separation and enter retirement, other employment or non-employment at an earlier date than might otherwise have been planned. VSP participants will be required to sign a Voluntary Severance Program Waiver and Release Agreement ("Release Agreement") that contains a release of all employment rights and claims related to employment with the County. The Release Agreement is described later in this document, and will be provided to eligible employees for their consideration with this document. Following voluntary separation from the County, VSP participants will receive the benefits provided by this plan.

Participation in the VSP is completely voluntary. Applicants may revoke their application at any time up to seven (7) days after signing the Release Agreement. Please review the Release Agreement for a complete explanation of rights and obligations associated with the VSP. Eligible employees who decline to participate or who revoke an application and Release Agreement to participate will not be treated any differently than any other similarly situated employee.

Applications and Release Agreements for the VSP will be accepted for a limited period of time, starting June 1, 2020 and ending at 5:00 p.m. on July 16, 2020. Separations under the VSP are to be effective on or before July 16, 2020.

ELIGIBILITY
A participating employee must be currently employed in a permanent, benefited, full-time or permanent part-time position with the County. The County's Human Resources Department will review the VSP application to confirm the employee's eligibility to participate.

An employee who has already stated their intent to separate employment before the adoption of the VSP is not eligible to participate.

SEPARATION DATE
To participate in the VSP, an eligible employee must sign a Release Agreement that releases the County from all employment rights and claims, and must agree to separate from the County on or before July 16, 2020.

Benefits of Participation
Employees who elect to participate in the Voluntary Severance Program will receive the following benefits:

1. **Two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1000 per every year of employment with Mariposa County, whichever is greater –** as a cash payment or into employee's Section 457 Deferred Compensation Plan.
2. **100% of vacation leave balance on your last day** – as a cash payment or into employee's Section 457 Deferred Compensation Plan.
3. **50% of sick leave balance, capped at 80 hours paid, as of your last day** – as a cash payment or into employee's Section 457 Deferred Compensation Plan.
4. **50% of management Administrative Leave (if applicable)** – as a cash payment or into employee's Section 457 Deferred Compensation Plan.
5. **$1,200 "credit"** to use towards COBRA medical, dental and/or vision insurance (if employee does not elect COBRA medical, dental and/or vision, the employee will not receive the credit). *This will be administered separately.*

Contributions to a deferred compensation plan may only be made up to the limits established by the IRS.

If an employee is retiring, all other applicable collectively bargained retirement benefits for which the VSP participant is eligible shall be granted.

VSP APPLICATION PROCEDURE
Eligible employees shall be provided a copy of this Program, which includes a Release Agreement, on or before June 1, 2020.

The application period for the VSP begins on June 1, 2020 and ends on July 16, 2020. Applications and Release Agreements submitted later than 5:00 p.m. on July 16, 2020 will not be eligible for participation.

To participate in the VSP, an eligible employee must complete and submit an application form and Release Agreement. When the application form is submitted and the Release Agreement is

executed, the applicant is indicating a desire to voluntarily separate from the County in exchange for the VSP separation incentive benefit.

Applicants may revoke their application at any time up to seven (7) days after signing the Release Agreement. To revoke or withdraw a VSP application and Release Agreement, the applicant may send a notice of revocation to the County's Human Resources Department at dwass@mariposacounty.org. On the eighth (8th) day after signing the Release Agreement, the VSP application and Release Agreement is irrevocable and the County will be considered to have accepted and relied upon the resignation or retirement.

As indicated above, separations under the VSP will be effective on or before July 16, 2020.

SUBSEQUENT EMPLOYMENT
A VSP participant cannot be reemployed by the County in any seasonal or part-time position for six (6) months following his or her separation date.

A VSP participant cannot be reemployed by the County in any full-time regular position for five (5) years following his or her separation date.

REPRESENTATIONS CONTRARY TO THE VSP
No employee, director, executive, or agent of the County has the authority to alter, vary, or modify the terms of the VSP, except by means of a Board of Supervisors authorized written amendment to the VSP on file with the Human Resources Department. No verbal or written representations contrary to the terms of the VSP, Release Agreement, or any amendments shall be binding upon the County, unless approved in writing by the Board.

AMENDMENT AND TERMINATION
The County reserves the right to amend or terminate the VSP at any time. Notwithstanding the foregoing, no amendment of the VSP may reduce VSP payments or other considerations once a VSP Release Agreement is fully executed and the seven (7) day revocation period has expired.

NONDISCRIMINATION STATEMENT
The County will not engage in discrimination against any person because of age, color, disability, ethnicity, gender, gender identity, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status, and will comply with all federal and state nondiscrimination, equal employment laws and regulations.

VOLUNTARY SEVERANCE PROGRAM WAIVER AND RELEASE AGREEMENT

This Voluntary Severance Program Waiver and Release Agreement ("Agreement") is entered into between KELLY CLARK ("Employee") and the County of Mariposa ("County") with respect to the following facts:

WHEREAS, the County is confronted with serious fiscal constraints and is undertaking organizational reviews to optimize the efficiency of operational functions; and

WHEREAS, in response to these fiscal constraints, the County wishes to adopt a Voluntary Severance Program ("VSP") for qualified employees; and

WHEREAS, the County Board of Supervisors met on May 26, 2020 and adopted a Voluntary Severance Program ("VSP") as part of Resolution No. 2020-275; and

WHEREAS, on May 27, 2020 all County employees eligible to participate in the VSP received a "Voluntary Severance Program" document and "Voluntary Severance Program Application for Participation" from the County, which notified them of the County's adoption of the VSP, which offers employees who retire or resign on or before July 16, 2020 to receive the following incentive: the greater amount of either two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1,000 per every completed year of employment with Mariposa County; 100% vacation; 50% of sick leave capped at 80 hours; 50% of management Administrative Leave if applicable; and $1,200 credit towards COBRA insurance if participating ("Incentive"); and

WHEREAS, Employee voluntarily desires to resign and/or retire in order to receive the Incentive; and

WHEREAS, Employee desires to release and waive, in exchange for the considerations referenced in this Agreement, any and all claims, demands, complaints, actions, charges of discrimination, litigation and causes of action, requests for information, or grievances, whether now known or unknown that arise from Employee's employment or separation from employment ("the claims") against the County or any of its members of the Board of Supervisors, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches or attorneys ("the Releasees").

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. All of the recitals listed above are material provisions of this Agreement.

2. Employee releases the County and all of the Releasees from the claims that are based on facts that occurred up to the date he or she executes this Agreement. Employee agrees not to file or pursue, and agrees to withdraw or dismiss, with prejudice, any of the claims that he

or she has filed against the County, or any of the Releasees, that are based upon facts that occurred up to the date he or she executes this Agreement. This Agreement extends to any such claims, filed in any state or federal court, with any administrative body, agency, board, commission, or entity whatsoever.

3. In exchange for this release of all claims described herein and as consideration for any and all injuries, damages, and/or attorneys' fees and costs or litigation costs that have arisen in any way from either his or her employment relationship with the County or the termination of that employment relationship, the County agrees to pay Employee the Incentive. The County agrees to pay the Incentive only if the Employee resigns or retires no later than July 16, 2020 and Employee executes this Agreement and returns it to the County within the timeframe noted in this Agreement AND the Employee does not exercise his or her right of revocation as noted below.

4. Employee freely and voluntarily agrees to resign from his or her employment effective no later than July 16, 2020. Employee represents that he or she has had adequate time to consider, freely and voluntarily, whether to resign from his or her employment with the County. Employee freely and voluntarily agrees that his or her signature on this document constitutes his or her commitment to resign. The County accepts and relies upon the Employee's resignation.

5. The "Voluntary Severance Program Application for Participation" form attached as Appendix B to this Agreement provides the benefit Incentives from which Employee may choose. The benefit options selected by Employee in Appendix B are incorporated by reference in this Agreement and shall constitute the complete Incentive to be paid to Employee. The resignation or retirement date stated on the "Voluntary Severance Program Application for Participation" form, which may not be later than July 16, 2020, shall be Employees' effective date of retirement or resignation.

6. Employee, his or her agents, assignees and successors hereby fully, irrevocably and unconditionally release and discharge the County and Releasees from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claim for attorney's fees or costs, and all other claims and rights of action of all kinds and descriptions, which they have or may have, whether known or unknown, suspected or unsuspected, which were raised or might have been raised, or arises out of, or is connected with Employee's employment and separation from employment.

7. Employee acknowledges that he or she enters into this Agreement voluntarily, and also expressly acknowledges that he or she has been informed of and is familiar with California Civil Code § 1542 which provides as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the releases, which if known by him or her must have materially affected his or her settlement with the debtor.**

Employee expressly waives the provisions of California Civil Code § 1542, and further waives any rights he or she might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Employee intends to fully, finally, and forever settle all claims, and hereby agrees to accept and assume the risk that any fact with respect to any matter in this Agreement may hereafter be found to be other than or different from the facts he or she believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

8. Employee hereby represents and warrants to the County that he or she has had adequate information concerning the relevant facts to make an informed decision and has, independently, and without reliance on the County, and based upon such information that he or she has deemed appropriate, made his or her own analysis and decision to enter into this Agreement.

9. The Employee acknowledges and understands that the County cannot foresee to any degree of certainty whether Employee's position will be eliminated or restructured now or in the future. The County does not represent that if the Employee does not accept this Agreement, the Employee will in fact be laid off nor does the County represent that if the Employee resigns or retires, the Employee's former position will not be filled by another individual.

10. Employee understands and expressly agrees that this Agreement shall bind and benefit his or her spouse, domestic partner, children, heirs, agents, attorneys, representatives, and assigns, if any.

11. Each party bears its own costs and attorneys' fees.

12. Waiver of rights or claims under Title 29 of the Code of the Laws of the United States of America, Chapter 14, entitled "Age Discrimination in Employment." Employee specifically acknowledges that pursuant to Title 29 of the U.S. Code §§ 621 *et seq* entitled "Age Discrimination in Employment": 1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's age; 2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of such individual's age; or 3) to reduce the wage rate of any employee in order to comply with said Chapter. Employee hereby acknowledges and agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Employee has or may claim to have under the Age Discrimination in Employment Act ("ADEA") for acts or omissions up to the date he or she executes this Agreement. Employee acknowledges that:

a. The waiver/release is written in a manner calculated to be understood by Employee;
b. Employee is aware of and has been advised of Employee's rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible

claims Employee may currently may have under the ADEA, OWBPA, or similar age discrimination laws;

c. Employee is entitled to a reasonable time of at least forty-five (45) days within which to review and consider this Agreement, and the waiver and release of any rights Employee may have under the ADEA, the OWBPA, or similar age discrimination laws, but Employee may, in the exercise of Employee's own discretion, sign or reject this Agreement at any time before the expiration of the forty-five (45) day period or she may expressly waive this forty-five (45) day review period;

d. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect;

e. Employee is hereby advised that Employee should consult with an attorney prior to executing this Agreement;

f. Employee shall have seven (7) days following the date of Employee's signature of this Agreement to revoke the Agreement by submitting a written revocation addressed to the County Human Resources Department at dwass@mariposacounty.org; and

g. This Agreement shall not be effective, unless and until the Effective Date, which is the date after which all of the following have occurred: this Agreement is executed by the County and by Employee and the seven (7) day revocation period set forth in the preceding paragraph has expired without receipt of any revocation.

13. This Agreement and Appendix A constitute a contract expressing the entire Agreement of the parties hereto. This Agreement shall supersede, and render null and void any and all prior agreements between the parties concerning the subject matter of this Agreement.

14. Employee represents that he or she has thoroughly discussed the terms of this Agreement with representative(s) of his or her own choosing, that he or she has carefully read and fully understands all of the provisions of this Agreement, and that he or she is voluntarily entering into this Agreement without coercion. Employee understands that the waiver he or she has made and the terms he or she has agreed to in the Agreement are knowing, conscious, and with the full appreciation that he or she is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed in this Agreement has been made to Employee in connection with this Agreement.

15. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties under the Agreement shall be construed and enforced in accordance with the laws of the State of California. Any litigation concerning this Agreement shall be venued in Mariposa County.

16. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement.

17. This Agreement, including Appendix A, is fully integrated and contains and constitutes the entire understanding and agreement between the parties to the Agreement with respect to Employee's Incentive and the settlement of any and all claims against the County. This Agreement cancels all previous oral and written negotiations, agreements, commitments, and writings.

19. This Agreement shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

By: _____ Date: 6/11/2020
Employee Signature

By: Jay D Kimble _____ Date: 06/15/2020
zorrosign 8D8119A219A6D7B
Jay Dallin Kimble
County Administrative Officer

APPENDIX A

The following describes the group of individuals eligible and ineligible for the incentive described in the VOLUNTARY SEVERANCE PROGRAM WAIVER AND RELEASE AGREEMENT.

Employees who are permanent and employed either full-time or permanent part-time and retire or resign on or before July 16, 2020. The Incentive shall consist of the greater amount of either two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1,000 per every completed year of employment with Mariposa County; 100% vacation; 50% of sick leave capped at 80 hours; 50% of management Administrative Leave if applicable; and $1,200 credit towards COBRA insurance if participating.

All persons who are eligible for the Incentive Program have the option of accepting the Incentive no later than July 16, 2020. In order to accept this Agreement, the person must sign it and send it to the County Human Resources Department at dwass@mariposacounty.org no later than July 16, 2020. If an eligible person signs this Agreement, he or she has 7 days to revoke it. In order to revoke the Agreement, the person must send notice to the County Human Resources Department at dwass@mariposacounty.org no later than 7 days after signing this Agreement.

The County makes no representation that any classification **will** be laid off. There remains a possibility that the County may not have to lay off any classifications, or may lay off fewer classifications. The ability of the County to avoid layoffs depends on many unpredictable factors including the number, if any, of employees who accept this voluntary severance incentive program, State budget constraints, County revenue, and other factors. By accepting this Agreement, the Employee understands that his or her position or classification may not necessarily be eliminated or reduced now, or any time in the future.

APPENDIX B

VOLUNTARY SEVERANCE PROGRAM
APPLICATION FOR PARTICIPATION

KELLY CLARK — **Employee Name**
DEPUTY SHERIFF — **Job title**
SHERIFF'S OFFICE — **Department**

7-16-2020 — **Resignation date**

Will you be retiring upon resignation? X **Yes** ____ **No**

I understand the voluntary severance monies will be a separate payment along with my last regular paycheck and paid on the normal last regular payday. **I elect to have my voluntary severance monies paid in the following manner:**

The greater amount of either two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1,000 per every completed year of employment with Mariposa County: X Cash pay *or* ____ Deposit into 457 Deferred Comp Plan*

Vacation 100%: X Cash pay *or* ____ Deposit into 457 Deferred Comp Plan*

Sick Leave 50% (80 hrs max): X Cash pay *or* ____ Deposit into 457 Deferred Comp Plan*

Management Administrative Leave 50%: (480 HRS PER RETIRMENT MOU) Cash pay or ____ Deposit into 457 Deferred Comp Plan*

$1,200 credit towards COBRA insurance:

X Yes, I will be electing COBRA insurance coverage and will complete the required COBRA election form.
____ No, I will not be electing COBRA and, therefore, waive the $1,200 credit.

X Direct deposit for final paycheck *or* ____ Mail my final paycheck (be sure County has current address)

***Complete a 457 Deferred Comp "Change Request Form" and attach it to this application. Contributions to a deferred compensation plans may only be made up to the limits established by the IRS. Any election to a deferred compensation plan that is directed to a 457 Deferred Compensation Plan will automatically be paid out in cash, subject to applicable withholdings.**

I understand that the County's Voluntary Severance Program is voluntary and I verify that I am making this request voluntarily and on my own. I further understand that this Voluntary Severance Program will be administered in accordance with policies and procedures established for this program and I have received and understand the terms of the program. I have read and understand the Voluntary Severance Program Waiver and Release. I further understand that in exchange for acceptance of my application for voluntary severance, I am required to maintain a satisfactory performance in my position. Failure to do so may result in discipline up to and including termination. I understand that I may revoke this agreement within seven (7) business days of signing it. *Revocation must be made in writing and received by the Human Resources Department no later than the close of business on the seventh (7th) day after I sign the agreement.*

[signature] — **Employee signature**
6/11/2020 — **Date**

Application must be received in Human Resources no later than 5:00 p.m. on July 16, 2020.

Date received: 6-15-2020 Processed by: DW

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-464

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve a Response to the 2022-2023 Grand Jury Final Report; and Authorize the Board Chair to Sign the Response

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RECOMMENDATION AND JUSTIFICATION

Approve a Response to the 2022-2023 Grand Jury Final Report; and Authorize the Board Chair to Sign the Response.

California Penal Code requires the Board of Supervisors, as the governing body of a public agency subject to the grand jury's reviewing authority, to comment to the presiding judge of the superior court on the findings and recommendations pertaining to the matters under the control of the governing body within ninety days after the grand jury submits its final report. Please see the attached response. For reference, the complete grand jury report is also attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has responded to interim and final reports from the grand jury as required.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Approve with revisions.

Do not approve. A new or modified response will need to be approved within the 90-day window allowed in California Penal Code.

FINANCIAL IMPACT

ATTACHMENTS

1. **2023 Grand Jury Response**
2. **CA. 15 - Wasil - MARIPOSA SUPERVISORS' RESPONSE TO GRAND JURY RE..._Redacted**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

August 15, 2023

The Honorable Michael Fagalde
Presiding Judge
Mariposa County Superior Court
5088 Bullion Street
Post Office Box 28
Mariposa, CA 95338

Re: Response to the Mariposa County 2022-2023 Grand Jury Report

Dear Judge Fagalde:

This response is submitted with respect to the findings and recommendations of the grand jury. Please relay our gratitude to the volunteers who dedicated their time to the advancement of government accountability and building up the public trust in Mariposa County.

The Board of Supervisors directly oversees all County departments and advisory boards not represented by another elected official, making individual responses from these individuals redundant and unnecessary. Accordingly, this response is made on behalf of the county administrative officer, county counsel, clerk of the board, county health officer, health and human services agency director, planning director, director of public works and transportation, and the Board itself as follows:

General Inquiry into County Government Operations

The Board appreciates the grand jury's intention to engage in a "cooperative and collaborative" manner. The Board agrees with this approach and expects the same of all County officials and staff. If the lack of cooperation was as described by the grand jury, it would be completely unacceptable.

At the same time, without further evidence from the grand jury it is not at all clear that any County officials have intentionally resisted, ignored, or refused to respond to the grand jury. We have a stellar record of meeting with previous grand juries and providing timely responses. In the current year, some board members and senior staff were surprised that they had not received any requests to meet until subpoenas were served in April. Even then, some board members, who collectively serve as the County's executive and legislative body, were never subpoenaed or requested for an interview.

It is unfortunate that the grand jury experienced so much frustration with what appeared to be a lack of cooperation, particularly because that frustration could have been resolved with better communication. In addition to apparently not receiving many of the requests the grand jury claims to have made, some staff report that they received requests for information they did not manage and could not access. These staff report further that they were threatened by the grand jury not to discuss the inquiries they received, cutting off any ability to ask a supervisor or manager for help filling the request and compelling them to provide whatever vague response they could to avoid the legal consequences included in the request. A quick phone call or two could have helped confirm requests were routed to the correct individuals, that appointments were in place, and that any other assistance needed by the grand jury was provided.

Only one staff member knowingly did not respond to the grand jury. This staff member explained they did not respond because they learned that another department had received an identical request and provided the requested information. Considering the redundant request to be satisfied, it was dismissed without responding again with the same information the grand jury had already received.

The Board agrees that "constructive change can only be achieved through a collaborative effort involving all stakeholders." We are very supportive of the grand jury and its role in fighting corruption to preserve democracy. With this response, we are directing County Administrative Officer Dallin Kimble to reach out to the new grand jury foreman to discuss and correct any and all issues that might prevent complete cooperation from County officials and staff.

Yet, to the extent that unfounded allegations have been levied against the County, the Board disagrees that there is an adversarial perception of the grand jury (F1), that there is widespread disregard and failure to honor admonishment and confidentiality requirements (F3), nor that an attitude assessment and adjustment relative to the grand jury (R1) is necessary. The Board agrees that there are not specific written guidelines about how department heads should communicate with the grand jury (F2), but it does not agree that administration should write such guidelines (R2) because cooperation with the grand jury is already expected and modeled whenever we receive requests to which we can respond.

Technical Support for the Grand Jury

1. The Board agrees that the County does not maintain a technical services employee for every 30 staff (F1), which would be about seventeen (17) total technical services staff, but it disagrees with the grand jury's finding that the County maintains only one technical services staff per 100 employees. There are eight (8) technical services staff in the County now and the Board recently approved two more positions for a total of ten (10). This amounts to about one technical services staff for every 50 employees.

2. The Board partially agrees with Findings F2-F5. Many of the major technology upgrades over the last three years were implemented during a time when the pandemic did not allow for gathering. Trainings have therefore been provided through videos employees could access from their workstations with designated "virtual office hours" for support and additional instruction whenever employees had questions or needed additional training. Some of these trainings were developed by technical services and some were not. Technical training has not been mandatory, but it has been available.

3. The Board agrees with Recommendation R1. An evaluation of the County's technology needs and technical services requirements was last conducted in 2017. A broad organizational study is planned to begin later this year. After the organizational study has begun, an updated analysis of technology needs may be appropriate.

4. The Board partially agrees with Recommendation R2. We fully support employees receiving the training they need to effectively use technology and be productive in their jobs. Because each position is different, it would not be wise to mandate all employees take the same list of trainings. Rather, each department head is expected to identify those trainings that are necessary for his or her staff and ensure that training is provided.

5. The Board agrees with Recommendation R3. Flexible training options have been a primary option for many of our technical services options for the last few years.

6. The Board disagrees with Recommendation R4. While we appreciate that staff are very busy and that this recommendation is a good strategy for individuals, teams, and perhaps even departments, trainings are not currently mandatory and department heads are responsible for ensuring staff receive adequate training and balance that training with their regular workload.

7. The Board agrees with Recommendation R5. This has partially been done now and should improve as both technical services and human resources add capacity to enhance support for training over time.

8. None of the findings or recommendations in this section address the specific issues reported by the grand jury. The Board has directed County Administrative Officer Dallin Kimble to clarify the roles of the County and the Superior Court in support of the grand jury and ensure the County is providing appropriate technical support.

Technical Services Digital Divide

1. The Board partially agrees with Finding F1. Some locations and households experience limited access to technology, online services, and digital community connections. Other areas in Mariposa have good and even great access with fiber internet connections or high speeds available through Starlink. It is generally understood that there is a digital divide.

2. The Board disagrees with Finding F2 and partially agrees with Recommendations R2 and R3. It is the County's intention to move the technical equipment currently located in the dispatch office to the new location for technical services on 11th Street. In addition, the current budget adds two additional technical services staff and a new vehicle for technical services to support productivity and mitigate undesirable time management issues.

3. The Board agrees with the need to provide outreach and training to community members who want to be better users of technology (R1). The library offers several classes for interested individuals and many staff are prepared to assist the public in their efforts to utilize software and programming offered by their respective departments.

Use of Personal Devices

1. The Board agrees with Finding F1.

2. The Board partially agrees with Recommendations R1 and R2. Staff are currently evaluating the risks involved with personal devices, and the potential value of apps on personal devices, and drafting a policy for Board discussion and consideration. This cannot be efficiently done by two separate entities, the Technical Services Steering Committee and Administration, as suggested, but is being addressed by the Technical Services Steering Committee.

Clerk of the Board / Webmaster

1. The Board disagrees with Findings F1 and F3. Responsibility for County policies belongs to the Board itself, which serves as the county executive. An updated website guidance policy was adopted in 2019 with Resolution 2019-135.

2. The Board disagrees with Finding F2. While some inaccurate or outdated information does exist on the website, department staff are assigned to update web pages and the vast majority of information is accurate and relevant.

3. The Board partially agrees with Finding F4. While the clerk of the board position has not been updated since 2008, it was reviewed in 2022 as part of a recruitment for the position and found to accurately reflect the assigned duties.

4. The Board disagrees with Recommendation R1 and R3. This policy has already been adopted.

5. The Board agrees with Recommendation R2. In addition to each department monitoring pages related to their own responsibilities, content audits could be useful in keeping data fresh. The County group of website managers, which includes the public information officer, clerk of the board, and department representatives, identified this strategy earlier this year and is working on implementation for the near future.

Ambiguity in Rural County Definition

1. The Board agrees with Finding F1. At the time the General Plan was developed, based on the community feedback received at that time, it was determined that "the character of the County will not be defined by a few words or phrases. The current collective vision of the County's character is embedded in the General Plan's policies and programs, as well as the public processes for preserving and keeping the vision alive" (Mariposa County General Plan 2.3.01).

2. The Board partially agrees with Finding F2. While the planning department does attempt to provide proactive communications, applicants are ultimately responsible to follow up on the applications they have submitted. The Board agrees that guidelines for response times (R4) would be ideal.

3. The Board disagrees with Findings F3-F4. We cannot speculate on how everyone perceives these processes, and we are aware with some dissatisfaction from time to time, but the majority of the feedback we have received suggests these processes are friendlier and faster than our neighboring counties. Even so, the Board agrees that a review of permitting procedures is healthy (R1) and the County is engaged in just such a review as part of our new development services software implementation.

4. The Board agrees with Finding F5 and partially agrees with Recommendations R7-R9. Regular training on the Brown Act is important for committees to receive and will be coordinated through the county counsel's office.

5. The Board agrees with Recommendations R2-R3. These are already occurring or in place.

6. The Board agrees that consistency in interpretation and enforcement of regulations is essential and that standardized training will help with this effort (R5).

7. The Board agrees with Recommendation R6. A mechanism for feedback and process improvement would be a valuable tool to improving services to the public.

Diversity, Equity and Inclusion in County Departments

1. The Board partially agrees and partially disagrees with Finding F1. We agree that the grand jury likely spoke with employees who were unaware of specific diversity, equity and inclusion programs within the County. There is more we could be doing in this area. We disagree, however, that awareness of programs, or a lack thereof, is the main driver of employee engagement. In an independent third-party survey of staff conducted last year, 81% said the County was excellent or good at valuing employees from diverse backgrounds, more than three quarters report feeling engaged at work and 84% said they would likely recommend working for the County to someone who asked.

2. The Board disagrees with Finding F2. Again, there is more that could be done in this area, but in the independent survey referenced above two-thirds of staff reported that they felt the County did an excellent or good job of making all employees feel welcome. With the 81% who report that the County is excellent or good at valuing employees from diverse backgrounds, it does not follow that there is a significant barrier to cultivating and diverse and inclusive work environment.

3. The Board does not agree with Recommendations R1 – R6. We agree that more training, programs, resources, and incorporation in performance reviews and budgets could be effective means for enhancing employee respect for one another and full representation of community groups in policy development and public programs. The specific means and implementation timeline recommended by the grand jury does not appear to be feasible, but we agree that an effort should be made to further enhance the respectful atmosphere for employees. We anticipate such an effort would be led by human resources professionals in the administration department.

Administration: Leading by Example

1. The Board partially agrees with Finding F1. The Board and its department heads are striving toward a unified vision and, at the same time, have not yet reached that desired destination. Unity isn't something as absolute as being done or completely undone—it's a path we are walking and that we believe we have made significant progress on in recent years. Of course we would prefer to work with perfect unity, which is why we are striving in that direction.

2. The Board disagrees with Finding F2. It is initially unclear whether the grand jury is referring to administration as a department of 23 individuals or the county administrative officer specifically, nor is it clear what is meant by "modeling healthy work-life balance." It is also a little bit inconsistent, or perhaps idealistic, for the grand jury to mention administration as often as it does in its report, noting a list of things it feels administration should do more or better, and then also suggest that administration should do it all while working less.

   Board members interact with administration staff, including the county administrative officer, on a regular basis and have seen them taking vacations, taking advantage of opportunities for flexible schedules and remote work, and actively volunteering in the community and/or participating in other non-work activities. The county administrative officer has a senior leadership role that, like other senior county official roles across the county and the state, does require long hours sometimes and the ability to respond to some texts, emails and calls even when out of the office; yet, we hear and see of volunteer church service, family vacations, personal development goals and other priorities that would indicate he is also striving for the same healthy balance he promotes and encourages for his staff.

3. The Board partially agrees with Finding F3. There are more areas where we need to standardize policies and practices, but we have also made significant progress in this area in recent years. Adopting a comprehensive purchasing policy, centralizing technical services, and refreshing policies related to the website, human resources, and social media are a few examples of this effort from the previous year or that are currently underway. Despite the work still to do, collaboration and communication within the County are stronger than at any other time in our collective memory.

4. The Board agrees with Recommendations R1 – R3. Collaboration, open dialogue, and shared goals identified in the strategic plan are excellent tools to further unify the County and reduce instances of disconnection. We appreciate the efforts already being made to demonstrate work-life balance and standardize policies. We are further looking forward to implementing a countywide intranet that will help improve internal communication with staff, standardize processes and forms, and enhance service delivery to the public.

5. The Board disagrees that the process recommended in Recommendation R4 is necessary. Department heads are accountable to the Board directly and staff receive annual performance reviews and ongoing coaching and direction to ensure accountability, transparency, and effective decision making. A peer review process may add additional insight, but a system is in place to do what is recommended.

Human Resources: Organization

1. The Board agrees with Finding F1.

2. The Board disagrees with Finding F2. Unless there is more information than what was included in the grand jury's final report, we cannot conclude that the number of classifications alone is hindering teamwork or employee interactions.

3. The Board agrees with Finding F3. This finding was identified internally earlier this year and additional trainings focused on supervisors of staff have been provided in the spring and summer of 2023. Additional training for staff at all levels is a priority for human resources staff moving forward and the Board added new position allocations to human resources in the Fiscal Year 2023-2024 budget to support this effort.

4. The Board disagrees with Finding F4. Oracle does automate some processes, but the role of human resources is expanding rather than diminishing.

5. The Board agrees with Findings F5 and F6.

6. The Board partially agrees with Recommendation R1. While a comprehensive review of this kind may be beneficial, there is significant work on priority projects is already occurring in the human resources division and completion within 90 days is unrealistic.

7. The Board agrees with Recommendation R2 and believes this is already occurring.

8. The Board partially agrees with Recommendation R3. Consistency in job responsibilities, qualifications, and compensation is important. This is currently achieved through compensation studies, position description surveys and other best practices that are common in the field of human resources. An additional system is not necessary.

9. The Board disagrees with Recommendation R4. Cohesive onboarding and additional training are important priorities for the County. This does not require a new department, which would also add significant additional cost, but can be achieved by the human resources division of the existing administration department. As stated previously, training has been identified as an important goal for the future and additional staff have been allocated to support this effort.

Oracle Rollout

1. The Board partially agrees with Finding F1. While the accounts receivable module is not yet in use, it is being implemented and will be fully functional. Nothing about the time necessary to implement a large software system, particularly when contrasted with the troublesome alternative of retaining our prior system that is now more than 40 years old, should motivate buyer's remorse or regret for improving the tools our staff use to serve the public.

2. The Board disagrees with Finding F2. Oracle currently supports the way the County pays its employees. Changes in the County's payment policies and our agreements with labor to pay in arrears on a bi-weekly or bi-monthly basis would allow Mariposa County to utilize all of

the delivered Oracle functionality. If, at some point in the future, all bargaining units support such a transition, the County will redeploy the payroll functionality that is currently turned off to accommodate our current, unconventional pay practices.

3. The Board agrees with Finding F3. With new leadership in the County's HR team, staff will soon be able to do the work needed to securely store and retrieve personnel files in Oracle.

4. The Board agrees that the pandemic added challenges to the Oracle implementation, as indicated in Finding F4, that could not have been anticipated. Rather than having a contractor on site to help with implementation, for example, most meetings and trainings had to be provided remotely or through on-demand videos. While some frustration along the way was unfortunate, a growing number of staff are now expressing their delight with the new system. The sheriff's office publicly gave the new system rave reviews during the most recent budget process, for example.

5. The Board partially agrees with Recommendation R1. As the accounts receivable module is implemented, which may not be immediately, training and support should be provided.

6. The Board partially agrees with Recommendation R2. As personnel files are able to be incorporated into Oracle, which may not be immediately, it should pursue that opportunity.

7. The Board agrees with Recommendation R3. This effort will depend upon the agreement of our bargaining units.

8. The Board disagrees with Recommendation R4. The County has paid an average of $161,500 for managed services support each of the last two years, not the $300,000 per year stated in the report. The support received includes expert problem solving and functionality development in all Oracle modules currently utilized by the County.

   As proposed, a single staff member would need to be familiar with all functions in Oracle, including but not limited to asset management, general ledger accounting, payroll, budgeting, project subledger, human capital management, and so on. The staff member would also need to be familiar with the standards and requirements of those functions beyond the Oracle system. While this is very unlikely, if not impossible, for a single staff member, the County gets all of this and more through its management services agreement with Graviton.

   The County did add one dedicated staff member for the Oracle system in April 2022. It would have been ideal to have had this position sooner in the implementation process, as was our original intent, but the economic impacts of COVID-19 did not allow it. To the extent possible, troubleshooting and concerns are first addressed by staff before being referred to Graviton for higher-level programming and problem solving.

9. It is not possible for a single person to have the time and expertise accessed through the agreement with Graviton.

Mariposa Burial Grounds

1. The Board partially agrees with Finding F1 and Recommendations R1 – R2. There is not an allocation in the parks budget for maintenance, but sufficient funds are included in the facilities budget to continue the same annual cleanup conducted by a California Department of Corrections (CDC) crew that has occurred for many years. Apart from the work done by the CDC crew, the County has not historically provided maintenance for burial ground plots. Instead, the burial ground has remained free to the public with the understanding that it is the public's responsibility to maintain their own burial ground plots.

2. The Board partially agrees with Finding F2 and disagrees with Recommendation R3. Phone calls to parks and recreation are not logged, but nothing in the grand jury report leads us to conclude that the absence of a phone log necessarily causes dissatisfaction or that the additional work created by logging calls would be worthwhile. Because there is only one employee, duplicated efforts or a lack of accountability in this office seems unlikely.

3. The Board disagrees with Finding F3 and Recommendation R4. Burial ground records are already kept digitally and can be made available on the County website.

4. The Board disagrees with Finding F4 and Recommendation R5. Since the days of the little graveyard on the hill, there has not been a clear way to use physical location markers to help residents find particular plots. A map by section with section and row numbers was completed this year as part of an Eagle Scout project and will be made available online. This is the most helpful resource we have available and online access should allow for plots to be identified before or during a visit to the burial ground.

5. The Board disagrees with Finding F5 and Recommendations R6 – R7. The only information used in relation to burial grounds is the public information available on a death certificate. No additional training is needed to handle this information.

6. The Board disagrees with Finding F6 and Recommendation R8. We are not aware of any instances where interment was unmet or denied as a result of County action or inaction. There has been one situation in the last two years where there was a coordination issue that would not have been prevented by a policy, but that issue was resolved. Ultimately, the timeline is dictated by the availability and wishes of the family.

7. The Board disagrees with Finding F7 and Recommendations R9 – R10. The County's records are accurate except in cases where families have buried a loved one, typically within a family plot, without contacting parks and recreation to coordinate the interment.

Observation of Elections

1. The Board agrees with Finding F1. The elections team does a fantastic job and deserve our gratitude for the way they uphold one of the most essential functions of our democratic republic.

Custodial Facility Tours

1. The Board agrees with Finding F1 and F4.

2. The Board disagrees with Finding F2. The sheriff's office reports that the exposed wires were part of a camera system upgrade and have now all been removed.

3. The Board disagrees with Finding F3 and Recommendation R3. The sheriff's office utilizes a variety of pharmacies to meet inmate needs including Rite Aid in Mariposa.

4. The Board agrees with Recommendation R1. With a new sheriff's office facility being constructed next door, there are opportunities to consider these needs as part of that project.

5. The Board agrees with Recommendation R2 and understands this has already been done.

6. The Board agrees with Recommendation R4. A new evaporative cooler was added in the last fiscal year and additional funds were allocated in the current year that the sheriff may use to address the HVAC needs at this facility.

Public Service Policy

1. The Board disagrees with Finding F1. The grand jury report itself notes that the policy is distributed as part of onboarding and many staff provide excellent public service as defined in this document.

2. The Board agrees with Recommendation R1. This document could be updated within the context of our strategic plan and redistributed to promote the ideals for public service expected by the Board.

This concludes the responses of the Mariposa County Board of Supervisors to the FY 2022-2023 Grand Jury Final Report. The Board of Supervisors is pleased with the progress that has been made in so many areas of our county, including several mentioned here. We are grateful to the Grand Jury for the opportunity to continue to address and improve the aspects of our operations discussed.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

From: Daniel Wasil
To: Rosemarie Smallcombe; Shannon Poe; Danette Toso; Wayne Forsythe; Miles Menetrey
Subject: MARIPOSA SUPERVISORS" RESPONSE TO GRAND JURY REPORT
Date: Friday, August 11, 2023 7:30:19 PM

Dear Supervisors,

It has come to our attention that the required response to the Grand Jury report is listed on the August 15 Board Agenda as a Consent Agenda item.

Respectfully, would you please change this to a regular agenda item, to give citizens the opportunity to engage about the report and listen to your concerns, ideas and recommendations.

Thank you,

Daniel A. Wasil
Mariposa, California 95338
Excellence, Since 1953

[redacted]

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-448

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Three-Year Lease Agreement with the 35-A District Agricultural Association in the Amount of $125,784 for Fairgrounds Office Space Used by the University of California Cooperative Extension, the County Agricultural Commissioner, and the Natural Resources Conservation Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Lease Agreement with the 35-A District Agricultural Association in the Amount of $125,784 for Fairgrounds Office Space Used by the University of California Cooperative Extension, the County Agricultural Commissioner, and the Natural Resources Conservation Service; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County currently uses the Campbell Building at the Mariposa County Fairgrounds to house the University of California Cooperative Extension (UCCE), the County Agricultural Commissioner, and the Natural Resources Conservation Service (NRCS). The proposed lease extends the County's tenure in the Campbell Building by three years, from July 1, 2023 through June 30, 2026. The monthly consideration would be $3,494 per month, plus utilities, for the duration of the lease. As this facility is essential to County operations and the delivery of public services, and finding no more suitable or more efficient location available at this time, staff recommends approval of this lease as presented.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 24, 2020, the Board approved Resolution 2020-683, a thirty-month lease for this facility at a rate of $3,177 per month.

On July 1, 2020, the County Administrative Officer approved a six-month lease for this facility at a rate of $3,177 per month.

On April 7, 2015, the Board approved Resolution 2015-145, a five-year lease of the Campbell Building at the Mariposa County Fairgrounds.The agreement began at $2,731 per month, with an annual increase of three percent per year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not sign the lease agreement. The Board could direct staff to identify an alternate location to house these departments.

FINANCIAL IMPACT

The lease payments are included in the annual budget for the affected departments.

ATTACHMENTS

1. **Fairgrounds Lease Agmt UCCE-AgCom-NRCS July2023-Jun2026**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

LEASE AGREEMENT
2023-2026. No. 1

This agreement, by and between the 35-A District Agricultural Association, hereinafter called the Association and the Mariposa County Board of Supervisors, hereinafter referred to as RENTER is entered into this ____ day of _____, 20___.

The program representatives for correspondence, inquiries, etc. during the term of this agreement are:

Requesting Agency: County of Mariposa	**Providing Agency**: California Department of Food and Agriculture, Division of Fairs and Expositions
Section/Unit:	Section/Unit: 35-A District Agricultural Association
Attention: Dallin Kimble, County Administrative Officer	Attention: Brian Bullis, General Manager
Address: P.O. Box 784, Mariposa, Ca 95338	Address: 5007 Fairgrounds Road, Mariposa, Ca 95338
Phone: 209/966-3222	Phone: 209/966-2432
Fax: 209/966-5147	Fax: 209/966-6273

1. The term of this lease agreement is July 1, 2023 through June 30, 2026.

2. The ASSOCIATION grants RENTER the right to occupy the Campbell Building subject to the terms and conditions of this agreement.

3. The purpose of occupancy shall be limited to office space for Cooperative Extension, Agricultural Commissioner and Natural Resource Conservation Service and shall be for no other purpose or purposes whatsoever without prior written permission from fair management.

4. RENTER agrees to pay to ASSOCIATION for the rights and privileges hereby granted, the amounts in the manner set forth below:

- January 1, 2023 through June 30, 2026: $3,494.00 per month
- Plus utilities. Charges for electricity will be billed monthly at current rate from meter readings.
- Included is approximately 300 square feet of storage space for the 4-H program located in the Fairgrounds Maintenance Shop Area.

Lease to include water and sewer hook-up, disposal of normally generated office trash and annual inspection/servicing of fire extinguisher.

PARKING: RENTER may use area known as RV#3 for parking official vehicles during working hours, evenings and weekends. Such vehicles will be relocated at ASSOCIATION'S request when specific interim activities or the annual county fair require said space. In addition. No more than six (6) parking spaces in front of and adjacent to leased building may be designated as parking only for Cooperative Extension, Agricultural Commissioner and Resource Conservation customers. Said spaces to be marked with signs that can be removed during weekend interim events and during the annual county fair. No permanent markings such as paint, etc. shall be painted in said parking places with the exception of the handicapped parking spaces located next to the building.

NOT INCLUDED IN THE LEASE IS: General maintenance inside office building, i.e. windows broken by or use by RENTER, painting inside of building, renovating inside office space, replacement of light bulbs, maintenance or smoke alarm(s), toilet paper, paper towels, soap, seat liners, restroom and janitorial supplies or janitorial services.

5. ASSOCIATION agrees to reimburse the Renter $240.00 dollars; (two hundred forty dollars and no cents) per year for pest control maintenance. Association agrees that said amount is to be paid in January of following year.

6. RENTER agrees to pay fees required by Association as set forth above and to guarantee payment of:
   a. Any money which may be payable to Association under this agreement.
   b. Any damage to Fairgrounds property and extra utilities, if any.

c. Removal of all property of RENTER and leaving premises in a condition satisfactory to the Association at end of agreement.
d. Use of facilities not set forth in this agreement will result in extra charges.

7. RENTER shall provide, as required by ASSOCIATION, evidence in the form of resolution or written document declaring RENTER is self-insured and responsible for liability resulting from the use of the facility.

8. RENTER agrees to defend, indemnify and hold harmless ASSOCIATION, the State of California and their respective officers, employees, volunteers and representatives from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement but only to the extent caused by or resulting from the negligent or intentional acts or omissions or FENTER, its officers, employees, volunteers or representatives.

9. ASSOCIATION agrees to defend, indemnify and hold harmless RENTER and its officers, employees, volunteers and representatives from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement but only to the extent caused by or resulting from the negligent or intentional acts or omissions of ASSOCIATION.

10. RENTER further agrees that s/he will not sell, barter or exchange or permit his employees to sell, barter or exchange any permits issued to RENTER or his employees hereunder.

11. It is mutually agreed that this agreement or the privileges granted herein, or any part thereof, cannot be assigned to otherwise dispose of without the written consent of the ASSOCIATION.

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

13. In the event RENTER fails to comply in any respect with the terms of this agreement and the rules and regulations referred to herein, all payments for facilities used shall be deemed earned and non-refundable by the Association and the Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

14. RENTER will conduct his business in a quiet and orderly manner, will deposit all rubbish, garbage, etc. in receptacles provided for such purpose outside the building by the ASSOCIATION.

15. RENTER will conduct the privileges granted in this agreement according to all the rules and requirements of the State Department of Health Services and local health authorities and will not engage in any other business whatsoever upon or within said premises except that which is herein expressly stipulated and contracted for in this agreement.

16. All sound producing devices used by RENTER within or outside his space must be of such nature and must be so operated as not to cause annoyance or inconvenience to others. The decision of ASSOCIATION as to the desirability of any such sound producing device shall be final and conclusive. Sound application equipment may be installed outside the office space only by first obtaining written permission thereof from Association.

17. Any activities or item(s) deemed objectionable or harmful by Association are prohibited.

18. RENTER is entirely responsible for facilities allotted to RENTER and agrees to reimburse Association for any damage caused in conjunction with said facilities with the exception of reasonable wear and tear and damage beyond the control of RENTER.

19. Association shall not be responsible for loss or damage to the property of RENTER.

20. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, California Construction Authority, State Department of Environmental Health, etc. must be strictly observed.

21. Failure of ASSOCIATION to insist on any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

22. This rental agreement shall be subject to termination for cause by either party at any time during the term hereof by giving the other party notice in writing at least 90 days prior to the date when such termination shall become effective. Such termination shall relieve the ASSOCIATION of any further performance of the terms of this agreement. Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actual completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received. Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of the county arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgments, that funding will be terminated and the final date for which funding will be available.

23. RENTER recognizes and understands that this rental may create a possessory interest subject to property taxation and that RENTER may be subject to payment of property taxes levied on such interest.

24. The association shall have the right to inspect the premises covered by this agreement at any time or at all times, with permission of RENTER.

25. The parties hereto agree that RENTER and any agents and employees of RENTER in the performance of this agreement shall act in an independent capacity and not as officers or employers or agents of the ASSOCIATION.

26. Time is of the essence of each and all provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto.

STANDARD CONTRACT TERMS AND CONDITIONS

27. RENTER, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against RENTER within the immediately preceding two-year period because of the RENTER's failure to comply with an order of a Federal Court which orders the RENTER to comply with an order of National Labor Relations Board (Public Contract Code §10296).

28. RENTER shall provide a worker's compensation insurance certificate if worker's compensation is required for this contract. This determination will be made by the association.

29. If, during the performance of this agreement, a dispute arises between RENTER and Association which cannot be settled by discussion, the RENTER shall submit a written statement within 10 days of the incident giving rise to the dispute to the Fair Management. A decision by the Fair Management shall be made to the RENTER within 10 days, in writing. RENTER shall continue to up hold contract in regards to rent and utilities during the dispute period.

30. It is understood and agreed that this contract shall be governed by the laws of the State of California both as to interpretation and performance.

31. During the performance of this contract, RENTER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. RENTER shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. RENTER shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in

full. RENTER shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This RENTER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

32. By signing this contract, RENTER assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

This agreement is not binding upon ASSOCIATION until it has been duly accepted and signed by its authorized representative

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and the year first above written.

35-A DISTRICT AGRICULTURAL ASSOCIATION
5007 Fairgrounds Road
Mariposa, California 95338

Brian Bullis, General Manager

MARIPOSA COUNTY
P.O. Box 784
Mariposa, California 95338

Miles Minetrey, Chairman of the Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-449

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Abel Del Real-Nava

RE: Approve an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount not to Exceed $500,000.00 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the Human Resources Office with Personnel-Related Issues for Fiscal Years 2023-2024 and 2024-2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Liebert Cassidy Whitmore (LCW) to Provide Legal Services and Training in an Amount Not to Exceed $500,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

LCW represents the County in various personnel matters and negotiations with labor unions, and the previous contract has recently expired. LCW staff additionally provides periodic training services. LCW is a premier labor law firm with offices throughout the State and staff has access to expert attorneys at all of their locations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous Agreements with LCW were approved by the Board on July 27, 2021 in the amount of $250,000 and July 12, 2022 for the same amount. The Board of Supervisors has been approving agreements with LCW since 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Funding is budgeted in various affected funds.

ATTACHMENTS

1. 20230701 through 20250630 LCW Legal Services Agreement

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of August 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Liebert Cassidy Whitmore, a professional corporation ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $500,000. The Contractor's hourly rates are listed in Exhibit B, "Fee Schedule," and technology fees to manage electronically-stored information are described in Exhibit C, "Schedule II - LCW Litigation and E-Discovery Management." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

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

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

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	J. Scott Tiedemann Managing Partner
ATTEST:	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A

SCOPE OF WORK

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

Exhibit B

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

HOURLY RATES YEAR 1

Partners	$425.00
Senior Counsel	$355.00
Associates	$260.00 - $335.00
Labor Relations/Human Resources Consultant	$270.00
Paralegals	$145.00
E-Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

HOURLY RATES YEAR 2

Partners	$435.00
Senior Counsel	$365.00
Associates	$260.00 - $345.00
Labor Relations/Human Resources Consultant	$280.00
Paralegals	$145.00
E-Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

Exhibit C

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-450

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Budget Action Reducing General Fund Contingency for Postage ($71,239) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Reducing General Fund Contingency for Postage ($71,239) (4/5ths Vote Required).

Beginning in July 2020, the Auditor's Office working with the Treasurer Tax-Collector's Office began using a prepaid expense account to track postage expense for Departments using the postage machine previously located in the Hall of Records. The intention was for this prepaid expense account to be expensed on a quarterly basis to Departments based on usage reports. The purpose of this was to simplify the process of paying for postage. However, due to a miscommunication, the prepaid expense account has not been reconciled since it was put into use and therefore postage expense for Departments using this machine has not been properly recorded. Discovery of this issue occurred during the recent switch to a new postage machine now located in the Government Center. This Budget Action is needed to properly record postage expense for Departments based on use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Prior to the postage machine now located in the Government Center, there was a postage machine located in the Hall of Records, which was used by various Departments. The Auditor's Office has traditionally worked with the Treasurer Tax-Collector's Office to expense use of this machine to the Departments that use it.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Budget Action is not approved then the Auditor's Office will be unable to properly expense and reconcile the prepaid expense account that has been used to pay for postage.

FINANCIAL IMPACT

This Budget Action will reduce General Fund Contingency by $71,239.

ATTACHMENTS

1. Budget Action - Postage

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	92001	General Contingency			71,239
1001	109	60214	Assessor		8,083	
1001	107	60214	Auditor		13,178	
1001	101	60214	Board		1,546	
1001	236	60214	Building		1,859	
1001	143	60214	Econ Dev		17	
1001	120	60214	County Clerk		3,922	
1001	113	60214	County Counsel		340	
1001	212	60214	DA		269	
1001	212	60214	DA		609	
1001	121	60214	Elections		7,202	
1001	120	60214	FBN		516	
1001	111	60214	Housing		9	
1001	606	60214	Library		2,283	
3390	108	60214	Marriage License		58	
1001	115	60214	Hum Res		8	
				TOTALS		

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 8/13/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	249	60214	Planning		9,573	
1001	224	60214	Probation		1,664	
1001	109	60214	Recorder		8,532	
3416	224	60214	Revenue/Recovery		3,708	
3490	401	60214	Social Services		110	
3390	108	60214	Tax Collector		5,937	
1001	108	60214	Treasurer		1,814	
3390	108	60214	Passport		2	
				TOTALS	71,239	71,239

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 8/3/23

AUDITOR SIGNATURE _____ DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE

APPROVED BY RES NO. _____ CLERK _____ DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-451

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Resolution and Tile Plaque Recognizing Jeanie Seymour, Upon Her Retirement as Eligibility Worker II

RECOMMENDATION AND JUSTIFICATION

Resolution and Tile Plaque Recognizing Jeanie Seymour, Upon Her Retirement as Eligibility Worker II

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically recognizes retiring employees with 15years or more of service to Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize a retiring employee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Jeanie Seymour**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY RESOLUTION NUMBER 2023-
RECOGNIZING JEANIE SEYMOUR FOR HER
OUTSTANDING SERVICE TO THE COUNTY OF MARIPOSA

WHEREAS JEANIE SEYMOUR has been a loyal employee of Mariposa County for over 24 years beginning on November 2nd of 1998 as an Eligibility Worker I. She then advanced to an Eligibility Worker II after a year where she finished her career in June of 2023; and

WHEREAS JEANIE has supported and helped her team members grow in her 24 years of dedicated service. Jeanie was not only supportive to staff, but was also known for going above and beyond to assist members of the community, and was often the first to volunteer in times of disaster; and

WHEREAS JEANIE, never forgot her co-workers during Eligibility Appreciation month and was always known for providing something special to recognize their hard work; and

WHEREAS JEANIE, was often known for taking the scenic route & adventures up Highway 49 N. so she could appreciate the beauty in her backyard; and

WHEREAS JEANIE, throughout her career, she took great pride in becoming an expert in the General Assistance program and she helped countless individuals in attaining assistance as well as providing trusted guidance in navigating through burial arrangements for indigent community members; and

WHEREAS JEANIE, will have lots of time to go visit with her grandchildren and participate in all their events all while hopefully still suppling the office with Girl Scout cookies; and

WHEREAS JEANIE, will always be remembered for her love of Teddy Bears; and

WHEREAS JEANIE, we say, "Thank you!" for your dedication to this agency, county, and all the residents you assisted in your commitment to this community.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes, congratulates, and thanks **JEANIE SEYMOUR** for her dedication and service to the citizens of Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 15th day of August 2023 by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
SHANNON POE, District II Supervisor

_____
MILES MENETREY, District V Supervisor

_____
DANETTE TOSO, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Loretta Milne for a Term Expiring August 15, 2026; Appoint Mike Charman for an unexpired Term Ending February 7, 2026; and Re-appoint Paul Bricket for a Term Expiring August 15, 2026 to the Behavioral Health Board (BHB); Recognize the Service of Matt DiPirro to the BHB

RECOMMENDATION AND JUSTIFICATION

Appoint Loretta Milne for a Term Expiring August 15, 2026; Appoint Mike Charman for an unexpired Term Ending February 7, 2026; and Re-appoint Paul Bricket for a Term Expiring August 15, 2026 to the Behavioral Health Board (BHB); Recognize the Service of Matt DiPirro to the BHB.

This membership recommendation comes to the Board of Supervisors at the recommendation of the BHB. Under the BHB by-laws that were approved by the Board of Supervisors on June 6, 2017, the BHB may recommend appointees to the Board of Supervisors.

According to the Welfare and Institutions Code, the BHB shall consist of not less than five (5) and no more than fifteen (15) members, with representation from various economic, social, and occupational groups, and persons who have received mental health treatment. There are currently nine (9) members appointed to serve on this board. Vacancies for this board have been posted according to the Maddy Act and Ms. Moore fits into one of the open membership categories.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2017, the Board of Supervisors created the BHB with resolution 17-289. Initial member appointments were made subsequent to that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint and leave the BHB with vacancies.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Mike Charman - BH Board application - Redacted**
2. **Loretta Milne Application 7-24-23 Redacted**
3. **DiPirro BH Board Resignation**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Behavioral Health Board

Supervisorial District in which you Reside: District 5

Length of Residency in the County: 1 year

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Mike

Last Name:
Charman

Mailing Address:

Email Address:
mcharman@mariposacounty.org

Are you Over 18 Years of Age:
yes

Employment Status: Full-time

Employer's Name:
County of Mariposa- Sheriff's Office

Employer's Address:
5099 Old Highway N Mariposa, CA

Day Telephone Number:
209-966-3615

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

Monitor the mental health crisis within Mariposa County and try to help make a difference with improvements to our local response.

Please list prior/current appointments to other Boards/Commissions/Committees:

Currently serve as Vice Chairperson to the Juvenile Justice Commission

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have been employed with the Mariposa County Sheriff's Office for over 15 years. During that time I have dealt with hundreds of calls for service regarding persons suffering from some form of mental health crisis. I have a substantial amount of specialized training in Crisis Negotiations, behavioral health response, and drug investigations. In addition, I previously served as a teacher's aid in special education programs which is obviously more of a medical issue than mental but they are commonly found to coincide. My am currently assigned as a lieutenant with the SO which gives me more experience in managing personnel, programs, grants, and working with other management in other departments within Mariposa County.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

I am currently enmployed with Mariposa County but I do not think my duties conflict with the duties of this board. In fact, I think it complements them.

Resumé Attached:
No

Time(s) you have available to attend meetings (days, evenings, etc.):
Tuesday-Thursday

Do you have transportation?
Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 6/29/23 Signature: Mike Charman

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED

JUL 24 2023

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Behavior Health Board

Supervisorial District in which you Reside: Smallcombe

Length of Residency in the County: 45½ yrs.

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Loretta

Last Name: Milne

Ma [redacted]

Email [redacted]

Are you Over 18 Years of Age: yes

Employment Status: retired

Employer's Name:

Employer's Address:

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

Having served on boards advocating for the developmental disabled I wish to inform this board of issues relating to our population in ~~Mariposa County~~.

Please list prior/current appointments to other Boards/Commissions/Committees:

Central Valley Regional Center Board ~~XXXX~~ 88-94 appointed by Area VIII Board for Developmental Disabled 95-2015 → the ~~XX~~ Sequoia Regional Advisory Committee 2015-2021 Board of Supervisors

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

During my years of serving on the CVRC board and the Area VIII plus RAC Fresno; I have been presented with information regarding many aspects of the developmental disabled population from Merced to Bakersfield. I continue to attend the RAC monthly Zoom meeting to garner information on programs available to this population.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? no

If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	most times	yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 7/21/23 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

COUNTY OF MARIPOSA
PROBATION DEPARTMENT

5091 Bullion Street, P. O. Box 76
Mariposa, California 95338
Phone: (209) 966-3612 FAX: (209) 742-5961

Ryan Oliphant, Chief Probation

8/9/2023

Dear Mariposa County Behavioral Health Board,

I wanted to express gratitude for allowing me to serve on the Mariposa County Behavioral Health Board for the past several years. At this time, I am respectfully resigning due to other responsibilities. I want to acknowledge all the hard work that all of you put in to make our community better and collaborating with one another to find ways to improve our ever-changing lives. Thanks again and best of luck to all of you.

Sincerely,

Matthew DiPirro

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-452

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve Amended/Added Language within the 2023-2025 Assistance By Hire (ABH) Agreement with Local CAL FIRE Unit; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Amended/Added Language within the 2023-2025 Assistance By Hire (ABH) Agreement with Local CAL FIRE Unit; and Authorize the Board of Supervisors Chair to Sign the Agreement.
CALFIRE has requested to amend language within the agreement to address reimbursement and/or liabilities regarding repairs for damage to equipment and apparatus. This language was requested initially by Merced County as ABH agreements within the Madera-Mariposa-Merced Unit have been streamlined to be the same for consistency between all local government agencies under Command and Control with CAL FIRE. Thus, each county has been requested to review and approve the updated language so the ABH agreements remain the same in each county or agency overseen by CAL FIRE. The amended language (bottom of page 3 to page 4) is under the section "MMU Local Government ABH Appartus", title "Apparatus Repairs". There are no other changes/additions to the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire has been in ABH agreements with CAL FIRE for many years. This current agreement was approved by the BOS on December 22, 2022 Res 2022-720. Mariposa County benefits annually from revenue generated through this agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

May not be able to have an agreement with CAL FIRE with no ability to charge for and generate revenue for the county. This revenue also supports our Extra Help Reserve Firefighter program which would most likely need to be suspended. There would also be no ability for our volunteers to participate with ABH and be paid during state responsibility incidents.

FINANCIAL IMPACT

There would be an impact and reduction to revenue to Mariposa County.

ATTACHMENTS

1. **Amended Mariposa County ABH 2023 - FINAL**
2. **ABH MMU_Mpsa Co**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

CAL FIRE
Madera-Mariposa-Merced Unit
2023-2025 County
Assistance by Hire Agreement

CAL FIRE Madera-Mariposa-Merced Unit
County Assistance by Hire Agreement

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January 2023 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CAL FIRE Madera-Mariposa-Merced Unit ("CAL FIRE", pursuant to the following terms and conditions.

This Agreement shall be for a period of Three (3) years, commencing on January 1, 2023, through and including December 31, 2025. This Agreement may be extended for three (3) years additional consecutive twelve (36) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term.

Purpose

The Madera-Mariposa-Merced Unit (MMU) desires to have local agreements that provide for Assistance by Hire (ABH) utilization of County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

To provide direction to CAL FIRE Incident Commanders and County cooperating agencies within and adjacent to MMU regarding the appropriate utilization of County firefighting resources for State mission purposes on CAL FIRE controlled incidents; and the terms under which they will or will not be reimbursed.

Parties to this agreement agree that County firefighting resources have commonly understood and/or mandated local responsibilities within their jurisdiction that may have concurrent, overlapping and/or adjacent State and local initial attack resource response to what may be a CAL FIRE controlled incident.

Per this agreement during these incidents County resources will only be reimbursed by CAL FIRE if they meet the terms of this agreement and are assigned by the CAL FIRE Incident Commander to support State mission.

MMU Local Government ABH Reimbursement "Time Threshold"

Reimbursement

Reimbursement for local government resources under this agreement, when assigned to State mission, will begin January 1, 2023, two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource assigned to the primary task of wildland suppression.

When CAL FIRE hires local government resources for station coverage the local government entity will be reimbursed from the time they are staffed until they are released from the station coverage assignment.

Water Tenders that respond on the Initial Dispatch would be compensated after being assigned to an incident two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource.

Non-Reimbursement

CAL FIRE cannot reimburse for apparatus that has been assigned under the Federal or State Excess Property Programs. This apparatus is "on loan" and remain the property of the lending level of government.

CAL FIRE cannot reimburse for resources assigned to local government fire departments by Cal OES.

MMU Local Government ABH Agreement Procedures

Agreement Renewal

Agreements and Rates shall be renewed every three years on January 1. Updates and/or edits can be initiated annually as needed between January 1 and March 31.

Establishing Rates

The MMU Local ABH reimbursement rates for both equipment and personnel shall be based on those effective in the most current CFAA and Cal OES Salary Survey letter posted by OES.

Cal OES link:
https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/FINAL-2023-Rate-Letter.pdf

Other Equipment

3500 Gallon Portable Tank
$100.00 per day

200 gpm Portable Pump
$100.00 per day

MMU ABH Agreement

The local government agency to provide ABH will verify the engine and water tender gallon per minute pump capacity rating (GPM), reflected on the FC33 so the hourly rate can be determined. CAL FIRE reserves the right to have the local government agency bring the resource to a state facility to have it pump tested.

Both the MMU Unit Chief and the local government agency representative will sign the agreement. A copy will go to the MMU ABH Coordinator and the MMU Assistant Chief – Administration.

It is the responsibility of the local government agency desiring to provide ABH to read and ensure compliance with all provisions of this agreement.

MMU Local Government ABH Payment Procedures

Time Keeping

It will be the responsibility of the Incident Commander or designee to assure the appropriate timekeeping forms for all apparatus and personnel are completed.

The only acceptable timekeeping documentation is the Form FC33.

The CAL FIRE MMU ABH Coordinator will be responsible for compiling, auditing, and processing all timekeeping and payment documentation in a timely manner.

Payment Documents

A CAL FIRE-93 will be used to pay the County providing ABH. It will have as attachments a copy of the FC-33, and a completed CAL FIRE-20. In addition, a CAL FIRE ME-15 and ME-107 may also be attached. See Sample Pay Documents Package.

MMU Local Government ABH Apparatus

Apparatus Condition

Apparatus must be in good mechanical condition and can sustain arduous duty assignments. CAL FIRE reserves the right to perform safety compliance inspections of local government apparatus prior to acceptance of apparatus to be hired under this agreement.

Apparatus Liability

CAL FIRE assumes no liability for any damages to any local government equipment. No County official or fire department may obligate the State to financial liability.

Apparatus Repairs

CAL FIRE will provide reimbursement for the cost of emergency apparatus or equipment loss or damage where the loss or damage is determined to be directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to

local agency emergency apparatus or support equipment while traveling from the home unit to the incident or from an incident to the home unit and repairs due to normal wear and tear due to neglect or unlawful operation by the operator, shall be the responsibility of the local agency providing the emergency apparatus or support equipment. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation. Any inspection will be documented on a CAL FIRE ME-15 form.

CAL FIRE must be notified of any damage to local government apparatus hired under this agreement prior to release from the incident.

Unstaffed versus Staffed ABH Guidelines

Unstaffed

When County owned, apparatus is hired unstaffed, the apparatus will be staffed by CAL FIRE personnel to meet CAL FIRE operational needs. When hired unstaffed, local government fire apparatus is considered to be a State resource. Apparatus will not be limited to the original locality of hire and will be available for statewide response as needed.

When hired unstaffed, the State furnishes fuel, oil and lube at no cost to the County. Mechanic services and/or parts are chargeable back to the County when routine wear and tear repairs are necessary. In the event of accident or mechanical breakdown to the apparatus, CAL FIRE will repair apparatus to condition at initial time of hire. Engines hired unstaffed should be equipped with Self Contained Breathing Apparatus (SCBA) of the current CAL FIRE specification prior to being placed in service. Utilizing the SCBA under the current CAL FIRE specification will allow for CAL FIRE personnel to maintain compliance under Federal OSHA 29CFR1910.134.

Staffed

When apparatus is hired staffed, the apparatus with personnel is hired to assist CAL FIRE based on operational need. The crew must be trained as outlined in the training section of this policy and adhere to CAL FIRE staffing levels required for response at all times. As with apparatus hired unstaffed, County fire apparatus and personnel hired staffed is considered to be a State resource. Apparatus and personnel will not be limited to the original locality of hire and will be available for statewide response as needed. Engines will be staffed 3.0 or 4.0. Water Tenders will be staffed 1.0 or 2.0. At no time, will CAL FIRE pay for 2 operators to staff the Water Tender at the same time. One operator should be off shift resting away from the Water Tender.

When hired staffed, the County providing ABH retains responsibility for fuel, oil and lube until such time as this agreement is replaced by another, such as the CFAA and/or the resource continues to be committed into the second operational period.

Mechanic services and/or parts are chargeable back to the County if and when routine wear and tear repairs are necessary.

On apparatus hired staffed, Personnel shall have all mandated wildland and structural personal protective clothing (PPE) while under hire. A second set of wildland clothing (PPE) is recommended.

Consumables & Damaged and/or Destroyed Supplies

If County owned supplies are damaged and/or destroyed through no fault of County and verified by a CAL FIRE line supervisor, CAL FIRE may replace it with like kind. Consumables, such as highway flares, rations, drinking water, batteries, fuel, fuel mix, lubricants and firefighting foam utilized under CAL FIRE direction will be replaced by CAL FIRE.

All items consumed, damaged and/or destroyed under hire shall be documented on appropriate forms to be approved by an authorized CAL FIRE representative. These forms include the Incident Replacement Requisition (FC-315) and Property Certification of Location or Damage (CAL FIRE-101).

CAL FIRE shall be notified of any used consumables and/or damaged and/or destroyed equipment and County hired under this agreement must obtain an approved FC-315 signed by the IC or appropriate designee prior to release from the incident.

County providing ABH and claiming replacement of incident consumables and/or damaged and/or destroyed equipment have no more than twenty calendar (20) days from the date of the incident to provide all required and appropriately completed and signed documentation to the MMU Service Center to effect replacement.

*** Fuel, refer to page 4 Staffed second paragraph***

Communications

It is the responsibility of the County providing ABH to ensure the apparatus has adequate communications capability. Personnel and apparatus, which cannot adequately and effectively communicate with other resources on the incident will be released and not paid. All radios will be Narrow band capable & programmable with current CAL FIRE radio frequency load; CAL FIRE ECC can assist if needed.

MMU Local Government ABH Personnel Standards

Training

County providing ABH under this agreement shall ensure all personnel be qualified for their respective position including the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS). All apparatus driver/operators shall have the appropriate driver's license for the apparatus being operated.

It will be the responsibility of the County providing ABH to maintain all records of the above required training, certification and/or licensing and provide copies of certifications and training upon request.

Respiratory Protection Standards

All County personnel providing ABH shall fully meet CAL OSHA Title 8 Section 5144. Additionally, all local government personnel providing ABH shall be fully compliant with the Federal OSHA 29CFR1910.134 Respiratory Protection (fit test) Standard within the past year.

Local Government Personnel Feeding

County personnel providing ABH assigned to a “going” incident shall be provided meals by CAL FIRE at no cost to County personnel.

County personnel on apparatus under hire assigned to station coverage of a MMU CAL FIRE station may obtain meals at the CAL FIRE facility being covered at no cost to the local government personnel. These meals shall be documented on the CAL FIRE “Fireline Meal Sheet” available at the station being covered with names, dates and incident numbers as required.

Restaurant feeding for County resources providing ABH under this agreement shall only be authorized by either the Incident Commander if assigned to an incident or the MMU Duty Chief (or designee) if assigned to station coverage.

MMU Local Government ABH Apparatus Staffing Standards

Engine Staffing Levels

Fire engine staffing in this agreement shall meet the minimum standards as follows:

Type I engines shall have a minimum of (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type II engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type III Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type VI Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

There will be only one (1) Company Officer/Engine Boss compensated per apparatus, regardless of their rank in local government department.

Water Tender Staffing Levels

Staffing for initial attack water tenders shall typically be one (1) Apparatus Operator. Twelve (12) hour “planned need” staffing shall typically be one (1) Apparatus Operator per twelve (12) hour operational shift. In addition to the Apparatus Operator, water tender staffing for both initial attack and “planned need” can include one (1) Firefighter.

For extended operations exceeding sixteen (16) hours and/or planned need twenty-four (24) hour operational shift assignments, a Relief Operator and Firefighter are required.

Logistical Support Personnel

Staffing shall be one (1) Firefighter with a shift not to exceed sixteen (16) hours. For extended operations exceeding sixteen (16) hours, a Relief Firefighter is required.

Trained firefighters with full PPE will be required due to potential for line assignments. Duties may include, but not be limited to, fireline delivery of food, drinks, ice and supplies.

CAL FIRE Madera-Mariposa-Merced Unit
County Assistance by Hire Agreement

The 2022 Madera-Mariposa-Merced Unit Local Government Assistance by Hire Agreement with attachments has been approved and authorized by the individuals found on the accompanying signatory page. See attached.

Attachments

1. Current Cal OES CFAA Rate Letter
2. ~~2.~~ Sample FC-315,
3. Sample CAL FIRE-93
4. Sample CAL FIRE-20
5. Sample CAL FIRE ME-15
6. Sample CAL FIRE ME-107
7. Sample Fireline Meal Sheet

The 2023-2025 Madera-Mariposa-Merced Unit Local Government Assistance by Hire Agreement with attachments has been approved and authorized by the following:

_____
Mike van Loben Sels, Unit Chief
CAL FIRE
Madera-Mariposa-Merced Unit
5366 Highway 49 North
Mariposa, Ca 95338

_____
Miles Menetrey, Board Chair
Mariposa County Board of Supervisors

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-720

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Updated Mariposa County Fire Department Assistance by Hire Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve updated Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement.

MMU desires to have local agreements that provide for Assistance by Hire (ABH) utilization of Mariposa County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

The current ABH with MMU was approved on December 17, 2019 (Resolution. 2019-711), and is in need of updating. The new ABH will continue to be in line with the current California Office of Emergency Services (Cal OES) rates and standards as set by the California Fire Assistance Agreement (CFAA). The updated agreement also has streamlined the payment documentation process as well as eliminated the need to identify each specific piece of county equipment to be rented. With frequent movement and identifier changes ongoing, License and vin numbers will be documented on the referenced pay doc for tracking and audit purposes if the need was to arise.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved an Assistance by Hire Agreement with MMU in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County will lose significant reimbursement monies from resources supporting the State mission in the SRA of MMU.

FINANCIAL IMPACT:
This ABH agreement provides established rates of revenue Mariposa County recieves from CAL FIRE when County Fire resources are hired to support the State mission in the SRA of MMU.

ATTACHMENTS:

REF ID# 13559

SW

2023 ABH MCFS_MMU update (PDF)
FC 33 (PDF)
ME 107 (PDF)
ME 15 (PDF)
calfire 20 (PDF)
calfire 93 (PDF)
FC 315 (PDF)

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

DocuSign Envelope ID: 9C721576-216C-45A4-9A39-73D2AA19E2C3

CAL FIRE
Madera-Mariposa-Merced Unit
2023-2025 County
Assistance by Hire Agreement

DocuSign Envelope ID: 9C721576-216C-45A4-9A39-73D2AA19E2C3

CALFIRE Madera-Mariposa-Merced Unit
County Assistance by Hire Agreement

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2023 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CALFIRE -Madera-Mariposa-Merced Unit ("CALFIRE"), pursuant to the following terms and conditions.

This Agreement shall be for a period of Three (3) years, commencing on January 1, 2023, through and including December 31, 2025. This Agreement may be extended for Three (3) years additional consecutive twelve (36) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term.

Purpose

The Madera-Mariposa-Merced Unit (MMU) desires to have local agreements that provide for Assistance by Hire (ABH) utilization of County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

To provide direction to CAL FIRE Incident Commanders and County cooperating agencies within and adjacent to MMU regarding the appropriate utilization of County firefighting resources for State mission purposes on CAL FIRE controlled incidents; and the terms under which they will or will not be reimbursed.

Per this agreement during these incidents County resources will only be reimbursed by CAL FIRE if they meet the terms of this agreement and are assigned by the CAL FIRE Incident Commander to support State mission.

MMU-County ABH Reimbursement "Time Threshold"

Reimbursement

Reimbursement for County resources under this agreement, when assigned to State mission, will begin January 1, 2023, two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource assigned to the primary task of wildland suppression.

When CAL FIRE hires County resources for station coverage the County entity will be reimbursed from the time they are staffed until they are released from the station coverage assignment.

Water Tenders that respond on the Initial Dispatch would be compensated after being assigned to an incident two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource.

Non-Reimbursement

CAL FIRE cannot reimburse for apparatus that has been assigned under the Federal or State Excess Property Programs. This apparatus is "on loan" and remain the property of the lending level of government.

CAL FIRE cannot reimburse for resources assigned to County by Cal OES.

MMU-County ABH Agreement Procedures

Agreement Renewal

Agreements and Rates shall be renewed every three years on January 1. Updates and/or edits can be initiated annually as needed between January 1 and March 31.

Establishing Rates

The MMU Local ABH reimbursement rates for both equipment and personnel shall be based on those effective in the most current CFAA and Cal OES Salary Survey letter posted by OES.

Cal OES link:
https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/Rate_Letter_Effective_May_1_2022.pdf

Other Equipment

3500 gal. Portable tank - $100 per day
200 gpm Portable pump - $100 per day

MMU-ABH Agreement

The County will verify the engine and water tender gallon per minute pump capacity rating (GPM), reflected on the FC33 so the hourly rate can be determined. CAL FIRE reserves the right to have the County bring the resource to a state facility to have it pump tested.

Both the MMU Unit Chief and the County agency representative will sign the agreement. A copy will go to the MMU ABH Coordinator and the MMU Assistant Chief – Administration.

It is the responsibility of the County agency desiring to provide ABH to read and ensure compliance with all provisions of this agreement.

MMU-County ABH Payment Procedures

Time Keeping and Payment

It will be the responsibility of the Incident Commander or designee to assure the appropriate timekeeping forms for all apparatus and personnel are completed.

The only acceptable timekeeping documentation is the Form FC33.

The CAL FIRE MMU ABH Coordinator will be responsible for compiling, auditing, and processing all timekeeping and payment documentation in a timely manner.

A CAL FIRE-93 will be used to pay the County providing ABH.

MMU-County ABH Apparatus

Apparatus Condition

Apparatus must be in good mechanical condition and can sustain arduous duty assignments. CAL FIRE reserves the right to perform safety compliance inspections of County apparatus prior to acceptance of apparatus to be hired under this agreement.

Apparatus Liability

CAL FIRE assumes no liability for any damages to any County equipment. No County official or may obligate the State to financial liability.

Apparatus Repairs

Minor damage caused by the incident or operating conditions may be reimbursed by CAL FIRE and documented on a CAL FIRE ME-107 form. Major damage will be addressed through the California Victim Compensation and Government Claims Board procedures. Driver negligent damage is the responsibility of the County providing the ABH. Any inspection will be documented on a CAL FIRE ME-15 form.

CAL FIRE must be notified of any damage to County apparatus hired under this agreement prior to release from the incident.

Unstaffed versus Staffed ABH Guidelines

Unstaffed

When County owned apparatus is hired unstaffed, the apparatus will be staffed by CAL FIRE personnel to meet CAL FIRE operational needs. When hired unstaffed, County fire apparatus is considered to be a state resource. Apparatus will not be limited to the original locality of hire and will be available for statewide response as needed.

When hired unstaffed, the State furnishes fuel, oil and lube at no cost to the County agency. Mechanic services and/or parts are chargeable back to the County agency when

routine wear and tear repairs are necessary. In the event of accident or mechanical breakdown to the apparatus, CAL FIRE will repair apparatus to condition at initial time of hire. Engines hired unstaffed should be equipped with Self Contained Breathing Apparatus (SCBA) of the current CAL FIRE specification prior to being placed in service. Utilizing the SCBA under the current CAL FIRE specification will allow for CAL FIRE personnel to maintain compliance under Federal OSHA 29CFR1910.134.

Staffed

When apparatus is hired staffed, the apparatus with personnel is hired to assist CAL FIRE based on operational need. The crew must be trained as outlined in the training section of this policy and adhere to CALFIRE staffing levels required for response at all times. As with apparatus hired unstaffed, County fire apparatus and personnel hired staffed is considered to be a State resource. Apparatus and personnel will not be limited to the original locality of hire and will be available for statewide response as needed. Engines will be staffed 3.0 or 4.0. Water Tenders will be staffed 1.0 or 2.0. At no time, will CAL FIRE pay for 2 operators to staff the Water Tender at the same time. One operator should be off shift resting away from the Water Tender.

When hired staffed, the County agency providing ABH retains responsibility for fuel, oil and lube until such time as this agreement is replaced by another, such as the CFAA and/or the resource continues to be committed into the second operational period.

Mechanic services and/or parts are chargeable back to the County agency if and when routine wear and tear repairs are necessary.

On apparatus hired staffed, Personnel shall have all mandated wildland and structural personal protective clothing (PPE) while under hire.

Consumables & Damaged and/or Destroyed Supplies

If County owned supplies are damaged and/or destroyed through no fault of County and verified by a CAL FIRE line supervisor, CAL FIRE may replace it with like kind. Consumables, such as highway flares, rations, drinking water, batteries, fuel, fuel mix, lubricants and firefighting foam utilized under CAL FIRE direction will be replaced by CAL FIRE.

All items consumed, damaged and/or destroyed under hire shall be documented on appropriate forms to be approved by an authorized CAL FIRE representative. These forms include the Incident Replacement Requisition (FC-315) and Property Certification of Location or Damage (CAL FIRE-101).

CAL FIRE shall be notified of any used consumables and/or damaged and/or destroyed equipment and County must obtain an approved FC-315 signed by the IC or appropriate designee prior to release from the incident.

County providing ABH and claiming replacement of incident consumables and/or damaged and/or destroyed equipment have no more than twenty calendar (20) days from the date of the incident to provide all required and appropriately completed and signed documentation to the MMU Service Center to effect replacement.

*** Fuel, refer to page 4 Staffed second paragraph***

Communications

It is the responsibility of the County agency providing ABH to ensure the apparatus has adequate communications capability. Personnel and apparatus, which cannot adequately and effectively communicate with other resources on the incident will be released and not paid. All radios will be Narrow band capable & programmable with current CAL FIRE radio frequency load; CAL FIRE ECC can assist if needed.

MMU-County ABH Personnel Standards

Training

County shall ensure all personnel be qualified for their respective position including the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS). All apparatus driver/operators shall have the appropriate driver's license for the apparatus being operated.

It will be the responsibility of the County to maintain all records of the above required training, certification and/or licensing and provide copies of certifications and training upon request.

Respiratory Protection Standards

All County personnel providing ABH shall fully meet CAL OSHA Title 8 Section 5144. Additionally, all County personnel providing ABH shall be fully compliant with the Federal OSHA 29CFR1910.134 Respiratory Protection (fit test) Standard within the past year.

County Personnel Feeding

County personnel providing ABH assigned to a "going" incident shall be provided meals by CAL FIRE at no cost to County personnel.

County personnel on apparatus under hire assigned to station coverage of a MMU CAL FIRE station may obtain meals at the CAL FIRE facility being covered at no cost to the County personnel. These meals shall be documented on the CAL FIRE "Fireline Meal Sheet" available at the station being covered with names, dates and incident numbers as required.

Restaurant feeding for County personnel providing ABH under this agreement shall only be authorized by either the Incident Commander if assigned to an incident or the MMU Duty Chief (or designee) if assigned to station coverage.

MMU-County ABH Apparatus Staffing Standards

Engine Staffing Levels

Fire engine staffing in this agreement shall meet the minimum standards as follows:

Type I engines shall have a minimum of (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type II engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type III Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type VI Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

There will be only one (1) Company Officer/Engine Boss compensated per apparatus, regardless of their rank in County department.

Water Tender Staffing Levels

Staffing for initial attack water tenders shall typically be one (1) Apparatus Operator. Twelve (12) hour "planned need" staffing shall typically be one (1) Apparatus Operator per twelve (12) hour operational shift. In addition to the Apparatus Operator, water tender staffing for both initial attack and "planned need" can include one (1) Firefighter.

For extended operations exceeding sixteen (16) hours and/or planned need twenty-four (24) hour operational shift assignments, a Relief Operator and Firefighter are required.

Logistical Support Personnel

Staffing shall be one (1) Firefighter with a shift not to exceed sixteen (16) hours. For extended operations exceeding sixteen (16) hours, a Relief Firefighter is required.

Trained firefighters with full PPE will be required due to potential for line assignments. Duties may include, but not be limited to, fireline delivery of food, drinks, ice and supplies.

The 2023-2025 CALFIRE Madera-Mariposa-Merced Unit and County Assistance by Hire Agreement has been approved and authorized by the following:

DocuSigned by:
Mike Van Loben Sels
1F6DABE3F72847C...

Mike van Loben Sels, Unit Chief
CAL FIRE
Madera-Mariposa-Merced Unit
5366 Highway 49 North
Mariposa, Ca 95338

Steven W. Dahlem
ZorroSign

Steven W. Dahlem, County Counsel

Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcomb, Board Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-453

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve Mariposa County Fire Reimbursement Cost per Uniform/Personal Protective Equipment Policy

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RECOMMENDATION AND JUSTIFICATION

Approve Mariposa County Fire Reimbursement Cost per Uniform/Personal Protective Equipment Policy.

Mariposa County Fire has an internal Department uniform policy. The purpose of this policy is to provide Mariposa County Fire a standardized professional appearance. This policy is primarily for representing our department at public or educational events, not in place of PPE for emergency incidents. However, may be appropriate for anticipated routine public interaction. Public confidence and perception are vitally important to our community feeling safe when their time of need arises. Having a standard professional appearance is the initial and lasting impression of providing a high standard that raises confidence in the public.Mariposa County Fire Department field personnel are not represented (union) and have no option of uniform allowances or reimbursement. As the department is continuing to have a more professional appearance, it is also recognized that required uniforms have a cost. Mariposa County provides PPE and initial uniforms.

However, in some situations when those items are not available, County Fire has offered reimbursement for employees to purchase some items on their own. The costliest expense is required Wildland style protective boots. These styles of boots are individually specific as one size or brand does not fit all. Due to the cost of these required boots, Mariposa County Fire has offered a partial reimbursement of costs up to $250.00 to ease the burden of purchase and help promote retention and recruitment. Typical costs can range from $450-$650 per pair.Mariposa County Auditors Office has requested the BOS review and approve Mariposa County Fire reimbursing our volunteers and Extra Help employees for Department required uniform and Personal Protective clothing cost that may be expended by our members. These costs are covered by Department budget line 228-60101-uniform/clothing approved by the BOS.

Most uniform and clothing costs have and will continue to be covered by the county/department; however, wildland boots are an individual and the most costly expense.Also, note a provision in the policy that was recently added to recognize any represented (union) employee will not be subject to reimbursement. Any reimbursement costs for represented employees will be in accordance to their MOU or any side letter agreed between the county and union.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire has and continues to provide uniform shirts, badges, name takes, rank identifiers, and required Personnel Protective Clothing (PPE). It is not a requirement to reimburse our

volunteer and Extra Help employees, while it can still be a requirement for them to have these items per department policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve County Fire's reimbursement verbiage in existing department uniform policy. Volunteer and Extra Help employees would not get reimbursed for uniform or PPE costs not provided but required. This may have a negative impact on our volunteer retention and recruitment efforts by asking our volunteers and extra help employees to pay upfront expenses with not ability recover costs.

FINANCIAL IMPACT

none, costs are covered by Department budget line 228-60101-uniform/clothing approved by the BOS for F/Y 23-24.

ATTACHMENTS

1. **MCFD Uniform SOG**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY FIRE DEPARTMENT	**REVISION: Final**
SOG MANUAL 1029	**EFFECTIVE DATE: 06/01/2022**
Uniform Standard FIREFIGHTER	**APPROVED: By Steven Ward- Assistant Chief**

INTENT

To provide Mariposa County Fire a standardized professional appearance. This policy is primarily for representing our department at public or education events, not in place of PPE for emergency incidents. However, may be appropriate for anticipated routine public interaction. Public confidence and perception are vitally important towards our community feeling safe when their time of need arises. Having a standard professional appearance is the initial and lasting impression of providing a high standard that raised confidence to the public.

REIMBURSEMENT: There will be some partial reimbursement allowed per this policy for non-represented (union) personnel. Represented (union) personnel will not be subject to the reimbursements herin and will follow their own specific MOU or side letter agreements regarding reimbursements.

UNIFORM STANDARDS

The uniform items described in this SOG meets the Mariposa County Fire Department uniform standards. The Department may consider and approve additional uniform garment items submitted by vendors providing garment material and construction meets required Department needs and color matches. Items will be purchased and maintained by all uniformed personnel.

UNIFORM

Class B: Uniform shirt, trousers, belt, and boots.

Class C: Department T-shirt or Polo Shirt (Admin Captains), trousers, belt, and boots.

*See last page of this Policy for Pictures and Examples.

Mariposa County Fire Department Shall Provide the Following:

- Mariposa County Fire Department T- Shirt (2)
- Button Up Uniform ***or*** Polo Shirt (1) *Provided or purchased with reimbursement of one shirt
- Badge (1)
- Name Tag (1)

• Collar Brass as appropriate

• Mariposa County Fire Department Hat (1) Ball cap style

• Uniform Pants (Crew Boss Style) * Paid Staff

UNIFORM SHIRT

• Uniform shirt(s) shall be assigned to the Members upon hire (Provided or purchased by Volunteer with reimbursement up to 1 shirt). Uniform shirts shall be kept neat, clean, and pressed. Uniform shirts shall be worn by the Member when representing Mariposa County Fire Department and/or interaction with the public is expected, with the exception of arduous work or emergency incidents. Uniform shirts shall be tucked into trousers when worn.

• Administrative Captains have the option of white button up uniform shirts.

UNIFORM BADGE

• A badge shall be assigned upon hire and will be worn above the left breast pocket 1/2 inch above the top edge of a pocket or on a built-in badge holder

NAME TAG

• Name tags shall be assigned to Members upon hire.

COLLAR BRASS

• Collar Brass shall be assigned by the department.

T-SHIRT/POLO SHIRT/SWEATER/JACKET

• Approved T-Shirts shall be worn under the approved uniform shirt.

• Approved T-Shirts may be worn without uniform shirt while performing arduous work activities to prevent soiling or damage to the work uniform shirt.

• Approved T-shirt shall not be worn in lieu of the uniform shirt while performing official business interacting with the public.

• Approved Polos are acceptable while Members are doing administrative type work or when the Member does not have an approved uniform shirt.

• Approved sweaters and jackets are acceptable. (Purchased by Member, Non-Reimbursable)

FOOTWEAR (Wildland style boot reimbursable up to $250.00)

• Leather Boots. (Lace up or Zip up)

• Color (Black)

• Vibram style deeply lugged soles and heels

• Minimum 8” high leather top

• Administrative footwear can be a station slip on style boot or tennis shoe, black in color.

(Non-Reimbursable)

• Paid Staff shall wear Leather Boots that meet SOGs

TROUSERS

• Trousers shall be clean, pressed and presentable. No tears or fashion design features. Jean, Nomex or Slack Style (Cotton Blend) is acceptable. Navy Blue is the only acceptable color for trousers.

• Paid Staff will be provided and shall wear Nomex Uniform Pants. (Crew Boss Style), if paid staff not provided or special size is needed, then they will be reimbursed for one pant. Volunteer staff will not be reimbursed for pants.

HATS

• Mariposa County Fire Department, Ball Cap Style.

BELTS

• Color Belt (Black)

• Leather or Tactical (Uniform style)

• Height (1 ½” – 1 ¾”)

BUCKLE

• Color (Silver)

• Appropriate size for belt

UNIFORM MAINTENANCE

• Uniforms shall be clean, in good condition and should fit well.

• Boots and belts shall be clean and in good condition

INCIDENT BASE CAMP WEAR

• Members should remember that while off-shift, they remain on duty. It is the responsibility of company officers and their supervisors to ensure that Volunteers are properly attired at all times.

Uniform Picture Examples:








FIRE

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-454

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,499.80 for Emergency Medical Services for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,499.80 for Emergency Medical Services for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Public Health division within the Health and Human Services Agency (HHSA) has contracted with MCEMSA for many years. The staff has been satisfied with the quality and value of the services received from MCEMSA, which includes the part-time assistance of an EMS Coordinator in the County. Through the years, existing staff from both HHSA and MCEMSA have worked extensively to incorporate best practices to help facilitate improved service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 28, 2021, the Board of Supervisors approved the most recent formal agreement for Fiscal Year 2021-2022 with Resolution # 2021-534.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

1. County may administer EMS services pursuant to State laws and regulations but at considerably greater cost.
2. County may pursue creating a new Joint Power Agency for these services.

FINANCIAL IMPACT

An amount of $7,499.80 is budgeted within the HHSA - Public Health 2022-2023 fiscal year budget.

ATTACHMENTS

1. Mariposa 22-23 MCEMSA Agreement

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

FORMAL AGREEMENT BETWEEN
MOUNTAIN-VALLEY
EMERGENCY MEDICAL SERVICES AGENCY
AND
MARIPOSA COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Mariposa County, hereinafter referred to as "County," and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on 21st day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Mariposa County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **The Agency shall accept authority and responsibility as the local EMS agency for Mariposa County, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:**

   1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

2. **The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.**

3. **The Agency shall assign an .2 FTE to be available at the county site or to attend meetings on behalf of the county.**

4. **The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.**

5. **The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.**

6. **County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand four hundred ninety-nine dollars and eighty cents ($7,499.80), which shall be payable annually on or before October 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person.**

7. **The term of this Agreement shall be from July 1, 2022 through June 30, 2023.**

8. **If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2023 in order to opt out for the next one year cycle.**

9. **The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto upon the approval of the State EMS Authority.**

10. **The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.**

County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

11. **Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.**

12. **Both the County and the Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.**

> **During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because**

of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF MARIPOSA

By _____ Date: _____
Title: Chairman, Board of Supervisors

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By_____ Date: _____
Title: Chairman, Board of Directors

Approved as to Form:

By_____ Date:_____
Title: County Counsel or Attorney for County

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-455

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,451.40 for Emergency Medical Services for the Fiscal Year 2023-2024; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,451.40 for Emergency Medical Services for the Fiscal Year 2023-2024; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Public Health division within the Health and Human Services Agency (HHSA) has contracted with MCEMSA for many years. The staff has been satisfied with the quality and value of the services received from MCEMSA, which includes the part-time assistance of an EMS Coordinator in the County. Through the years, existing staff from both HHSA and MCEMSA have worked extensively to incorporate best practices to help facilitate improved service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 28, 2021, the Board of Supervisors approved the most recent formal agreement for Fiscal Year 2021-2022 with Resolution # 2021-534.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

1. County may administer EMS services pursuant to State laws and regulations but at considerably greater cost.
2. County may pursue creating a new Joint Power Agency for these services.

FINANCIAL IMPACT

An amount of $7,451.40 is budgeted within the HHSA- Public Health 2023-2024 fiscal year budget.

ATTACHMENTS

1. Mariposa 23-24 MCEMSA

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

FORMAL AGREEMENT BETWEEN
MOUNTAIN COUNTIES
EMERGENCY MEDICAL SERVICES AGENCY
AND
MARIPOSA COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Mariposa County, hereinafter referred to as "County," and the Mountain Counties Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on 21st day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Mariposa County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **The Agency shall accept authority and responsibility as the local EMS agency for Mariposa County, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:**

   1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

2. **The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.**

3. **The Agency shall assign an .2 FTE to be available at the county site or to attend meetings on behalf of the county.**

4. **The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.**

5. **The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.**

6. **County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand four hundred fifty-one dollars and forty cents ($7,451.40), which shall be payable annually on or before October 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person.**

7. **The term of this Agreement shall be from July 1, 2023 through June 30, 2024.**

8. **If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2024 in order to opt out for the next one year cycle.**

9. **The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto upon the approval of the State EMS Authority.**

10. **The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.**

    County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

11. **Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.**

12. **Both the County and the Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.**

    During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because

of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF MARIPOSA

By _____ Date: _____
Title: Chairman, Board of Supervisors

MOUNTAIN\ COUNTIES EMERGENCY MEDICAL SERVICES AGENCY

By_____ Date: _____
Title: Chairman, Board of Directors

Approved as to Form:

By_____ Date:_____
Title: County Counsel or Attorney for County

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Appoint the following as Representatives on the Emergency Medical Care Committee (EMCC): For Terms as follows: (1) 1-year expiring August 15, 2024; (2) 2-years expiring August 15, 2025; (3) 3-years expiring August 15, 2026; (4) 4-years expiring August 15, 2027.

RECOMMENDATION AND JUSTIFICATION

Appoint the following as Representatives on the Emergency Medical Care Committee (EMCC): For Terms as follows: (1) 1-year expiring August 15, 2024; (2) 2-years expiring August 15, 2025; (3) 3-years expiring August 15, 2026; (4) 4-years expiring August 15, 2027.

- Chris Ramirez/Mariposa County Sheriff's Office (SO)(4); Kevin Packard/Alternate SO (3).
- Dawn Hoff/California Highway Patrol (CHP) (3); Brent DeNatly/Alternate CHP (1).
- Steve Ward/Cal-Fire (4); Alternate-Vacant (2)
- Eric Sergienko/Health and Human Services Agency (HHS) (2); Kristina Keheley/Alternative HHSA (4).
- Mike Wise/County Fire; (2) Primary County Fire/ Alternate-vacant (2).
- Dr. Kenneth Smith/Community Physician (1).
- Jesse Figueroa/Mercy Ambulance Service (3); Preston Smith Alternate Mercy Ambulance Service (2).
- Alexis Fairchild/JC Fremont Health Care District/MICN-Base Liaison (4) Nanette Wardle/JC Fremont Health Care District/Alternate (1)
- Dana Tafoya/Citizen South County (4).
- Karen Wilson/Northside Ambulance Association (2).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board appoints/re-appoints and recognizes members on the EMCC.

On November 8, 2022, the Board Adopted Resolution 2022-637 Amended Committee Policy. This committee will be bringing an item to update their by-laws in the very near future.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A quorum may not be achieved at EMCC meetings.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-456

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with American Indian Council in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with American Indian Council in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Department wishes to renew the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most current agreement with American Indian Council on May 10, 2022 through Resolution No. 2022-287.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local American Indians with mental health services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. AIC Agreement 2024

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and American Indian Council ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $118,990 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
American Indian Council
P.O. Box 186
Mariposa, CA 95338

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338
Fax: (209) 742-0996

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey Chair Board of Supervisors	Sandra Chapman, Chairperson SSMN/AICMC Tribal Council
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. INTRODUCTION/BACKGROUND

American Indian Council operates a mental health and substance abuse program for adults, children and adolescents at the Mi Wu Mati Healing Center.

Mi Wu Mati Healing Center is a specially designed American Indian mental health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts and plant recognition.

Mariposa County Health and Human Services Agency (County) will contract with American Indian Council for services provided by Mi Wu Mati and provide administrative oversight of the Healing Center.

II. TECHNICAL REQUIREMENTS

The following services will be performed by American Indian Council through Mi Wu Mati Healing Center to meet demands mentioned in Expected Outcomes listed below.

- Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
- Provide outreach to 6-12 graders for afterschool pro social, prevention, harm reduction activities.
- Retain a licensed mental health counselor to Provide individual, family, group and crisis counseling services during regular business hours
- Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults

County will perform the following tasks to meet demands mentioned in Expected Outcomes listed below.

- County will provide Mi-Wu Mati access to after-hours crisis services
- Support activities provided by Mi Wu Mati, such as promotion of wellness and educational opportunities for Native American youth

III. EXPECTED OUTCOMES

The continuation of service viability in the community as evidenced by increased participation by local American Indians in Mi Wu Mati sponsored activities and counseling.

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

	AGE	**#Served**
Severely Mentally Ill	18-64 65 & Over	7 7
Severely Mentally Ill Sessions	18-64 65 & Over	295 133
Severely Emotionally Disturbed Unduplicated	0-17	3
Severely Emotionally Disturbed Sessions	0-17	84
Adult Dual Diagnosis Sessions		4
Youth Dual Diagnosis Sessions		1
Prevention Group Activities		52
Prevention Participants		1040

IV. DELIVERABLES/SCHEDULE

- Mi Wu Mati agrees to provide Monthly data reports on clients and session frequency to County

- Mi Wu Mati agrees to provide annual data reports to County. Annual reports must be sent by Mi Wu Mati to County no later than the 10th of May. Reports will be submitted and contain information for the period consistent with this agreement**.**

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

V. APPLICABLE DOCUMENTS

Please see **Mental Health Block Grant Renewal Notice**.

VI. MONITORING THE PROGRESS

American Indian Council and Mariposa County Health and Human Services Agency agree that the performance of work will be monitored during the life of the agreement as follows:

- Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
- Prior to payment, County will review invoices and monthly reports for compliance with statement of work.
- When AIC certifies as a Medi-Cal provider site, review of this MHBG contract will be scheduled to prevent duplication of services.

VII. HIPAA COMPLIANCE

American Indian Council agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity American Indian Council performs on behalf of County, to the extent County would be required to comply with such requirements.

Exhibit B
COST PROPOSAL

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-457

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Grant Agreement with the California Department of Public Health (CDPH) for the Amount of $31,848 for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Grant Agreement with the California Department of Public Health (CDPH) for the Amount of $31,848 for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

The maximum amount payable under this Grant Agreement is not to exceed $31,848.00. The Mariposa County Health and Human Services Agency (HHSA) will provide CDPH with an annual report of how grant funds were ultimately spent. The term of the grant began on July 1st, 2022 and terminates on June 30th, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with CDPH for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the Grant Agreement will result in the forfeiture of $31,848 and force HHSA to seek alternate sources of funding for career development of public health staff.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **CDPH Career Ladder Grant Agreement**
2. **CareerLadder_Mariposa County Letter of Intention**
3. **CCC 042017**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

California Public Health Workforce Career Ladder Education and Development Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County Health & Human Services Agency, hereinafter "Grantee"

Implementing the "California Public Health Workforce Career Ladder Education and Development Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-11313

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves to right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $31,848.00 (Thirty-One Thousand Eight Hundred Forty-Eight Dollars)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1st, 2022 and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**Grantee: Mariposa County Health & Human Services Agency**
Name:Kristen Guerrero	Name: Kristina Keheley, PhD
Address: 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Sacramento, CA	City, ZIP: Mariposa, CA 95338
Phone: 916-719-5784	Phone: 209-966-2000
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

Direct all inquiries to the following representatives:

California Department of Public Health	**Grantee: Mariposa County Health & Human Services Agency**
Attention: Kristen Guerrero	Attention: Kristina Keheley, PhD
Address 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, Zip Sacramento, CA	City, Zip: Mariposa, CA 95338
Phone 916-719-5784	Phone: 209-966-2000
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Mariposa County Health & Human Services Agency
Attention “Cashier”:
Address: 5362 Lemee Lane, PO Box 99
City, Zip: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: rridenhour@mariposacounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Miles Menetrey, Board of Supervisors Chair
5362 Lemee Lane, PO Box 99
Mariposa, CA 95338

Date: _____

Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377

California Department of Public Health
MEMORANDUM

DATE: May 1, 2023

TO: Mariposa County Health & Human Services Agency

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Mariposa County Health & Human Services Agency, for the applicant's PH-Career Ladder Program Projects #1 and #3, for the total amount of $31,848.

Summary of Awarded Project(s):

Project #1
LVN to RN Pathway Program, Priority #1.

Scope of Work:
This program is a series of lectures and discussions that provides the concepts and principles necessary to facilitate the transition of the LVN to the changing role of the RN. Incorporates best practices, professional standards, and legal and ethical responsibilities of the professional nurse as applied in various healthcare settings. Emphasis will be placed upon the RN as a decision-making member of the healthcare team and the responsible to be assumed by such a practitioner.

Awarded Funds:
FY 22/23: $1,352
FY 23/24: $0

Project #3
Public Health Bachelors Program, Priority #3.

Scope of Work:
One current staff analyst will earn a bachelors in Public Health through online courses.

Awarded Funds:
FY 22/23: $16,178

FY 23/24: $14,318

Funding Schedule:
Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	$17,530
FY 23/24	$14,318
FY 24/25	$0
FY 25/26	$0
TOTAL	$31,848

Funding Terms
The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements
CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Mariposa County Health & Human Services Agency
Name: Kristina Keheley, PhD
Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: kkeheley@mariposacounty.org

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	$17,530.00
2023/2024	$14,318.00
2024/2025	
2025/2026	
Total	$31,848.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b)

of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health

Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the $75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, $12.8 million ($3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

CDPH intends to provide 70 percent – $8.9m ($2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – $3.9m ($1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to $600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.

- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.

- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
    - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
    - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between $50,000 and $500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A
Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1.
2.
3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name
Title
Organization

Attachment B
Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project. *Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.*

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	**Total Year 1**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 1	*Total # of Participants Year 1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 2	*Total # of Participants Year 2*
Year 3 Budget – FY 2024-25	**Total Year 3**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 3	*Total # of Participants Year 3*
Year 4 Budget – FY 2025-26	**Total Year 4**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 4	*Total # of Participants Year 4*
TOTAL BUDGET REQUEST	**Total for All 4 Years**

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Mariposa County
Health & Human Services Agency

January 31, 2023

California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1. LVN to RN Pathway Program
2. Communications Degree program with emphasis on health equity and risk communications
3. Bachelor of Science in Public Health for one staff analyst

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

Recoverable Signature

X Kristina Allen

Kristina Allen
Director, Health Services Division
Signed by: 3e8cd03e-847e-44f0-946f-1a9246dbbce0

Kristina Allen, PhD
Director, Health Services Division
Mariposa County Health & Human Services Agency

Mariposa County Health & Human Services Agency

Mariposa County

Project Title and (Priority Number)

LVN to RN Pathway Program (#1)

Description of Project

This program is a series of lectures and discussions that provides the concepts and principles necessary to facilitate the transition of the LVN to the changing role of the RN. Incorporates best practices, professional standards, and legal and ethical responsibilities of the professional nurse as applied in various healthcare settings. Emphasis will be placed upon the RN as a decision-making member of the healthcare team and the responsible to be assumed by such a practitioner.

Target Audience

One LVN currently staffed with the LHD.

Why and how was this project prioritized?

We currently do not have an RN on staff but would like to haver RNs in the future. We have a staff of LVNs, and one of the LVNs is interested to pursue the RN program. This would benefit our Jail Based Services greatly and we would prefer to promote within our Agency as often as we can, and when it is appropriate.

Intended Outcomes

This will allow for one LVN to promote to RN after completion of the program.

Mariposa County Health & Human Services Agency

Budget by Year (project 1)

Year 1 Budget – FY 2022-23	**Total Year 1**
Project 1: Tuition Semester 1 (11 units @ $46/unit)	*$506*
Project 1: Tuition Semester 2 (11 units @ $46/unit)	*$506*
Project 1: Parking ($20/semester)	*$40*
Project 1: NCLEX	*$300*
Total number of participants Year 1	*1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Total number of participants Year 2	*Total # of Participants Year 2*
Year 3 Budget – FY 2024-25	**Total Year 3**
Total number of participants Year 3	*Total # of Participants Year 3*
Year 4 Budget – FY 2025-26	**Total Year 4**
Total number of participants Year 4	*Total # of Participants Year 4*
TOTAL BUDGET REQUEST	**$1,352.00**

Mariposa County Health & Human Services Agency

Mariposa County: Project Title and (Priority Number)

Communications Degree program with emphasis on health equity and risk communications (#2)

Description of Project

Communication Studies curriculum is designed to assist students from all majors in developing communication skills. The PIO will learn fundamental concepts, knowledge, and skills of communication.

Target Audience

One PIO in the LHD.

Why and how was this project prioritized?

The PIO on staff is new in her position and would benefit from further education. This will benefit the LHD, especially with the emphases in health equity and risk communications.

Intended Outcomes

By completing a communications degree program, with emphasis on health equity and risk communications, this further education would pose multiple benefits to all programs at the LHD, but especially to ensuring health equity across programs to reduce health disparities through education, outreach and information. Funding from this grant will assist in the payment of tuition, costs associated with supplies & travel and potential salary coverage to attend classes.

Mariposa County Health & Human Services Agency

Budget by Year (Project 2)

Year 1 Budget – FY 2022-23	**Total Year 1**
Tuition Semester 1 (8 units @ $46/unit)	*$368*
Tuition Semester 2 (8 units @ $46/unit)	*$368*
Parking ($20/semester)	*$40*
Books & fees	*$250*
Total number of participants Year 1	*1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Tuition Semester 1 (8 units @ $46/unit)	*$368*
Tuition Semester 2 (8 units @ $46/unit)	*$368*
Parking ($20/semester)	*$40*
Books & fees	*$250*
Total number of participants Year 2	*1*
Year 3 Budget – FY 2024-25	**Total Year 3**
Tuition Semester 1 (8 units @ $46/unit)	*$368*
Tuition Semester 2 (8 units @ $46/unit)	*$368*
Parking ($20/semester)	*$40*
Books & fees	*$250*
Total number of participants Year 3	*1*
Year 4 Budget – FY 2025-26	**Total Year 4**
Tuition Semester 1 (8 units @ $46/unit)	*$368*
Tuition Semester 2 (8 units @ $46/unit)	*$368*
Parking ($20/semester)	*$40*
Books & fees	*$250*
Total number of participants Year 4	*1*
TOTAL BUDGET REQUEST	**$4,104.00**

Mariposa County
Health & Human Services Agency

Mariposa County: Project Title and (Priority Number)

Public Health Bachelors Program (#3)

Description of Project

One current staff analyst will earn a bachelors in Public Health through online courses.

Target Audience

One staff analyst in the LHD

Why and how was this project prioritized?

The analyst on staff has been with the LHD for nearly 5 years and promoted once. The analyst is interested in furthering their education to have the opportunity to promote within the LHD.

Intended Outcomes

By completing a BS in public health this person will gain the knowledge, skills and abilities to promote within the Agency. With this knew knowledge, this person will become an even greater asset to the LHD team.

Mariposa County
Health & Human Services Agency

Budget by Year (project 3)

Year 1 Budget – FY 2022-23	**Total Year 1**
Tuition semester 1	*$7,875*
Tuition semester 2	*$7,875*
Fees	*$228.00*
Books	*$200*
Total number of participants Year 1	*1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Tuition semester 1	*$7,875*
Tuition semester 2	*$7,875*
Fees	*$228.00*
Books	*$200*
Total number of participants Year 2	*1*
Year 3 Budget – FY 2024-25	**Total Year 3**
Tuition semester 1	*$7,875*
Tuition semester 2	*$7,875*
Fees	*$228.00*
Books	*$200*
Total number of participants Year 3	*1*
Year 4 Budget – FY 2025-26	**Total Year 4**
Tuition semester 1	*$7,875*
Tuition semester 2	*$7,875*
Fees	*$228.00*
Books	*$200*
Total number of participants Year 4	*1*
TOTAL BUDGET REQUEST	**$64,712.00**

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Miles Menetrey, Chair-Board of Supervisors

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

1) the dangers of drug abuse in the workplace;

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

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

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

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-458

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $20,000 for a New Amount to not Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $20,000 for a New Amount to not Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Jackson and Coker (J&C) has provided specialty psychiatric services to HHSA four hours per week since November 2019. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. J&C can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with Jackson & Coker on July 19, 2022 through Resolution No. 2022-429.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, this would likely result in increased wait times for those in our community who need specialty psychiatric services, including medication prescriptions.

FINANCIAL IMPACT

This agreement will continue to be paid within the Behavioral Health Services budget units. Contract costs are largely offset by Medi-Cal and Medicare revenue claimed for services performed. This contract is cost neutral to the County and there is no impact on the County General Fund.

ATTACHMENTS

1. **First Amendment - Jackson and Coker Agreement 2023**
2. **Jackson Coker 2023 - Res. 2022-429 - EXECUTED**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jackson and Coker Locum Tenens, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 19, 2022, wherein Contractor agreed to provide counseling services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $20,000 will be added to the original amount of $120,000, making the total compensation paid to Contractor the not to exceed amount of $140,000.

Except as herein amended, the Agreement dated July 19, 2022 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Darla Lopez, Director, Government Jackson and Coker Locum Tenens, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-429

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Jackson and Coker Locum Tenens, LLC to Provide Psychiatric Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement and Addendum with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to Provide Psychiatric Services for Mariposa County Health and Human Services Agency (HHSA) in an amount not to exceed $120,000; and Authorize the Board of Supervisors Chair to sign the Agreement and Addendum.

Jackson and Coker (J&C) provides has provided specialty psychiatric services to HHSA four hours per week since November 2019. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. J&C can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

This year's agreement includes provision for Nurse Practitioners, in addition to licensed psychiatrists. The addition of the option to utilize advanced practice providers (i.e., nurse practitioners and physician assistants) will help meet client needs at HHSA and at the Adult Detention Facility. The rate for Nurse Practitioners is lower than the rate for licensed psychiatrists. J&C will locate, screen, and present psychiatrists and nurse practitioners licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the current agreement with Jackson & Coker on June 22, 2021, through Resolution No. 2021-366.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, this would likely result in increased wait times for those in our community who need specialty psychiatric services, including medication prescriptions.

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

ATTACHMENTS:
Client Agreement Addendum - JC Locums AP v2 June 30 2022(PDF)
Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (PDF)

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

C O N T R A C T N U M B E R :

D E P A R T M E N T : **H E A L T H A N D H U M A N S E R V I C E S**

COMPANY: **JACKSON & COKER LOCUM TENENS, LLC**

TYPE OF AGREEMENT: **SPECIAL SERVICES**

THIS AGREEMENT is made and entered into by and between the County Of Mariposa, a Political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **Jackson & Coker LocumTenens, LLC,** a private for-profit Corporation, located at **2655 Northwinds Parkway, Alpharetta, Georgia,** (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to contract for special services, pursuant to Government Code Section 31000, to provide psychiatric services to its consumers and;

WHEREAS, CONTRACTOR is a locum tenens agency that can source, screen, and present independent contractor licensed psychiatrists on a temporary basis in the State of California ("Contractor Services"); and

WHEREAS, one or more of CONTRACTOR's affiliates may also source, screen and present advanced practice providers (i.e., nurse practitioners and physician assistants) to provide clinical services to COUNTY; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said Contractor Services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR will use its best effort to locate,, screen, and present psychiatrist(s) and nurse practitioner(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the COUNTY to meet the needs of the COUNTY. Acceptance of qualified candidates will be at the COUNTY's discretion. Hereinafter, the licensed psychiatrist(s) and nurse practitioner(s) are referred to as the PROVIDER.

COUNTY will, whenever possible, provide advance notice to CONTRACTOR of the need for a psychiatrist or nurse practitioner and the projected time frame. The recitals above shall be incorporated into the terms of this Agreement.

2. TERM

The term of this Agreement shall commence on the upon the date of the last signature below, and continue until the 30Th day of June, 2023, unless sooner terminated in accordance with Sections entitled, "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING","TERMINATION FOR CAUSE" **or** "TERMINATION FOR CONVENIENCE" as specified elsewhere in this Agreement.

3. RATES/COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for PROVIDER at the following rates:

Psychiatrist (Adult or Child)

Weekday Rate: $ 259.00-$280.00 per hour

Overtime Rate: $ 331.00-$373.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call) 8

Administration fee: waived

Nurse Practitioner

Weekday Rate: $200.00-$230.00 per hour

Overtime Rate: $ 300.00-$345.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call)

Holiday: $Premium of one-half of the daily rate

Perm Fee $30K after 60 days of locums

- The hourly rates are per hour per licensed provider or pro-ration thereof.
- The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.
- **Holiday Premium:** A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by COUNTY, should the PROVIDER render Medical Services/work on the holiday. The premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater.

Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

In no event shall Medical Services performed under this Agreement be in excess of the total contract amount by Fiscal Year:

2022-2023: $120,000

Payments by COUNTY shall be monthly in arrears, for Medical Services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation, pursuant to the notification obligations as further outlined below. CONTRACTOR shall submit to COUNTY monthly-itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of Medical Services provided by the PROVIDER. Any and/or all payments for services made under this Agreement shall be paid by check, payable to the order of CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name: Jackson & Coker LocumTenens, LLC

Address: 2655 Northwinds Parkway.119-608

City/State/Zip Alpharetta, GA 30009

CONTRACTOR may request the COUNTY to have the check mailed or delivered to CONTRACTOR, in such a manner, or at such other address as, CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with such procedures as outlined under Section, "NOTICES".

CONTRACTOR shall hold harmless the State of California in the event COUNTY cannot or will not pay for covered Medical services rendered by PROVIDER pursuant to the terms of this Agreement.

4. **RECRUITMENT FEE**

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee is $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or

B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.

C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee is $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or

B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the PROVIDER last provided Medical Services to COUNTY.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes to the other party as follows.

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery services.

E. Electronic Transmission. When sent by facsimile transmission or by internet connection to the last noticed facsimile or internet location provided by the recipient to the party giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery to the receiving party. Any notice given by electronic transmission shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all electronic communications that relate to this contract and Contractor Services provided.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
Director, Mariposa County
Health and Human
Services Agency
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000
Fax: 209-742-0996

CONTRACTOR and PROVIDER Attn.
Jackson & Coker LocumTenens, LLC
2655 Northwinds Parkway 119-608
Alpharetta, GA 30009
Attn: Dana Massey
(800) 272-2707
with copy to:
General Counsel
2655 Northwinds Pkwy
Alpharetta, GA 30009

Any party may change its address or electronic addresses by giving the other party notice of the change in any manner permitted by this Agreement.

CONTRACTOR shall submit weekly-itemized invoices, for services performed and the amount owed under this Agreement. Each invoice must:

A. Detail by task the service performed by PROVIDER.

B. Detail the labor cost (number of hours x rate) attributed to each task.

C. Show the cumulative cost for all tasks performed to date.

D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process the invoiced claim. Upon approval by the COUNTY, the sum due herein shall be paid to the CONTRACTOR within thirty days (30) following receipt of a proper invoice. CONTRACTOR shall invoice COUNTY weekly, addressed to the Mariposa County Health & Human Services Agency, P.O. Box 99, Mariposa, CA 95338; Attention: Fiscal Services.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the ongoing continuation of this Agreement is therefore contingent upon the receipt and/or appropriation of the necessary funds. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole but reasonable judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding. is available, which shall be at least thirty (30) days after the CONTRACTOR is notified by the COUNTY . In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement, provided such suspension or modification is mutually agreed upon in writing. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Agreement may continue pursuant to such arrangement, at the mutual written agreement of the parties.

7. TERMINATION FOR CAUSE

If either party materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), the other party shall, in addition to any other remedies it may have, provide such party with written notice of Default in the manner set forth under the "NOTICES" clause, specifying the provision(s) or term(s) of this Agreement that such party has failed to satisfy or has breached. Any notice of Default shall provide the alleged defaulting party with thirty (30) calendar days from the date of such notice allowing such party to fully cure the Default to the other party's satisfaction. Should the alleged defaulting party thereafter fail to proceed with all reasonable diligence to fully cure the Default, the non-defaulting party may terminate this Agreement for cause by giving five (5) calendar days written notice to the other party in the manner set forth under Section 6, "NOTICES". In the event of any proceeding by or against the CONTRACTOR, including

but
not limited to bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County may exercise its right of termination under this Section.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further financial liability to CONTRACTOR except for payment for actual Contractor Services incurred during the performance hereunder, or as otherwise outlined in Section 11 and herein.

9. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

CONTRACTOR shall receive compensation for PROVIDER for any work appropriately completed prior to receipt of the notice of termination that has not been disputed by COUNTY in writing. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR that is the subject of a good faith dispute provided to the other party in writing for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR or PROVIDER is determined and established in writing, signed by all parties.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement subject to the terms of this section. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding, or agreement not incorporated herein, shall be binding on any of the parties hereto.

11. INSURANCE

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

A. <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $3,000.000.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third party claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent caused by the Indemnitor. Indemnification is subject to: (a) the indemnified party promptly providing the indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. CONTRACTOR'S obligation to indemnify does not extend to any acts or omissions of PROVIDERS except as related to failing to screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the PROVIDER begins his/her assignment.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR and/or PROVIDER are each an independent contractor of each other, and each are independent contractors of the CONTRACTOR under this Agreement. COUNTY shall neither have,

nor exercise any control or direction over the methods by which CONTRACTOR shall perform professional work and functions. The interest and responsibility of the COUNTY is to assure that the Medical Services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall require PROVIDERS to acknowledge and agree that PROVIDERS will be required to be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, and other income, fees, and independent contractor statutes or codes applying to PROVIDER, or its sub- contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR and PROVIDERS, with their sub- contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits.

CONTRACTOR shall ensure that all its personnel, employees, and the PROVIDER used to perform the Medical Services are aware and expressly agree that COUNTY is not responsible for any such benefits.

14. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to CONTRACTOR'S services provided under this Agreement. To the extent permitted by law, COUNTY shall have access at times mutually agreed upon by the parties and until the expiration of four (4) years after the furnishing of Contractor Services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities directly pertaining to this Agreement, with reasonable advance written notice provided to CONTRACTOR by COUNTY, all at COUNTY'S sole cost. CONTRACTOR shall maintain the records for at least four years.

If this Agreement exceeds Ten Thousand and No/100 Dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

15. REPORTS AND INFORMATION

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may reasonably request to the extent directly pertaining to the CONTRACTOR'S Services provided pursuant to this Agreement. Such reports may include, but not be limited to, information to support billing and/or Provider information, to the extent such Provider information is reasonably available to CONTRACTOR.

16. CONFIDENTIALITY

Each party shall, and CONTRACTOR shall require PROVIDERS to comply with, applicable laws and regulations, including but not limited to California W&I Code Section 5328; to 42 C.F.R. Part 2 and 45 C.F.R Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information as well as each party's confidential and proprietary information including the terms and conditions of this Agreement and the documents provided to COUNTY in approving and credentialing the PROVIDER. Each party shall, and CONTRACTOR shall require PROVIDER to the extent applicable, to not use identifying information for any purpose other than carrying out the obligations under this contract.

Each party shall not, and CONTRACTOR shall require PROVIDER to not disclose, except as otherwise specifically

permitted by the contract or authorized in writing by the other party, or by the client/patient, as applicable, any such identifying information to anyone other than except as allowed in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual. To the extent it is determined that CONTRACTOR is a Business Associate under HIPAA regulations, the CONTRACTOR agrees and shall require PROVIDER to agree to comply with the applicable provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached as Addendum No. 01, to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

17. COMPLIANCE AND INTEGRATED ETHICS

The COUNTY is committed to adhere to its adopted code of ethics to ensure that the its business is conducted in an ethical and professional manner; and is consistent with the its vision statement: "Enhancing well-being in a safe and thriving community."

COUNTY Compliance is necessary to ensure compliance with applicable federal, state, and local laws, rules, and regulations regarding professional conduct and to ensure that professional conduct reflects the principles of the COUNTY to treat consumers, the general public, and other health service providers with integrity, honesty, courtesy, fairness, and respect.

Contractor agrees to establish commercially reasonable ethical standards for all staff employed by CONTRACTOR. Prior to referral to COUNTY, PROVIDERS shall be informed of the need to establish, for themselves the same or satisfactory ethical standards as required by COUNTY, such standards to be provided in writing by COUNTY so they can be shared with the PROVIDERS prior to referral. The standards shall include compliance with applicable state and federal regulations for safeguarding client information. CONTRACTOR agrees to require PROVIDERS to participate in orientation and trainings reasonably required by COUNTY on the established ethical standards provided by COUNTY to PROVIDER. Written policies and procedures shall be established that ensure organizational and individual compliance, such standards shall be provided in writing to PROVIDER by COUNTY.

18. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing Medical Services that enables that system, agency or those persons providing Medical Services to work effectively in cross-cultural situations. CONTRACTOR shall require PROVIDER, upon retention for Medical Services, to attend any necessary cultural competency trainings that are designed for COUNTY staff that are responsible for providing specialty mental health services (CCR 1810.211 & CCR 1810.410), as required by COUNTY. CONTRACTOR shall require that the PROVIDER, if necessary and upon reasonable request, make available to COUNTY evidence of such trainings, staff attendance, and course content within 30 days of completion or upon request of COUNTY. PROVIDER shall be required by COUNTY to use professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those being seen in the system, will work effectively in a cross cultural environment as a condition of referral.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR agrees, and will contractually require PROVIDER to agree and assure COUNTY, as applicable, that the parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws,

regulations, and ordinances and to not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of Medical Services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of Medical Services are free from such discrimination and harassment.

As applicable, CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws. They shall include this nondiscrimination provision in all subcontracts related to this Agreement.

CONTRACTOR represents and will require PROVIDER to represent that, as applicable, they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

20. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, CONTRACTOR shall require PROVIDER to agree that technical data, evaluations, reports, documents, or other work products developed by PROVIDER related to the Medical Services provided by PROVIDER hereunder ("Records") shall be the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the Medical Services authorized hereunder. In the event of termination, all finished or unfinished Records, documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. PROVIDER must submit all documentation, assessment, evaluation, diagnosis, progress notes, prescriptions for entry into the COUNTY'S Electronic Health Record. The PROVIDER has the option of direct entry of Medical Services into the Electronic Health Record. PROVIDER may retain copies thereof for its files and internal use. Any publication of information derived from work performed or data obtained in connection with Medical Services rendered under this Agreement must first be approved by COUNTY.

21. QUALITY OF SERVICE

CONTRACTOR shall require PROVIDER to, perform Medical Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and PROVIDER shall be responsible for the professional quality, accuracy, completeness, and coordination of all reports, information, and other items and Medical Services furnished under this Agreement.

CONTRACTOR shall require PROVIDER to, comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing Medical Services.

CONTRACTOR shall require PROVIDER to, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports and other related items or Medical Services. CONTRACTOR shall cooperate in removal of PROVIDER immediately upon reasonable notice from COUNTY.

22. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

Each party shall use commercially reasonable efforts to comply with the provisions of the contract to the reasonable satisfaction of the other party.

23. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

24. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR .

25. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the applicable professional standards of their trade or field of expertise, all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of CONTRACTOR Services as defined in this Agreement.

26. COMPLIANCE WITH STATE LAWS AND REGULATIONS

CONTRACTOR and COUNTY agree, and CONTRACTOR shall require PROVIDER, in capacities established herein, to comply with all applicable State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters, to the extent applicable to such CONTRACTOR, PROVIDER and COUNTY, their sub-grantees, contractors, or subcontractors, and their work.

27. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from full responsibility under this Agreement.

28. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the Contractor Services under this Agreement All Contractor Services required hereunder will be performed by CONTRACTOR, and all personnel engaged in the work shall be qualified to perform such Contractor Services.

29. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES

PROVIDERS and any employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with federal program requirements, are presently designated or who will become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program.

CONTRACTOR shall use best efforts using industry standard verification methods to perform on-going exclusion reviews of current employees and of the PROVIDERS to ensure that COUNTY does not hire or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of on-going exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that CONTRACTOR has used best efforts using industry standard verification

methods to check that no current employees, subcontractor or agent or PROVIDER is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services), and the General Services Administration's Excluded Parties Listing system (42 USC Section 1320) CONTRACTOR will provide evidence to the COUNTY of ongoing exclusion reviews by the 5th of each month. CONTRACTOR shall provide checks for the following exclusion databases:

OIG(Office of Inspector General), SAM(System Award Management), Medi-Cal (DHCS), BBS(Board of Behavioral Sciences), NPI(National Plan and Provider Enumeration), SSDMF(Social Security Death Master File).

Or they may choose to have the county run the checks and must provide the SS#, license #, NPI# and DEA#. Failure to comply may lead to contract termination.

30. APPLICABLE LAW AND VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Mariposa County, unless the parties agree otherwise or are otherwise required by law.

The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

31. WAIVER

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

32. BREACH OF CONTRACT

Upon breach of this Agreement by a party, the non-breaching party shall have all remedies available to it both in equity and/or at law. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a **Force Majeure** event.

33. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

34. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONTRACTOR shall ensure that no

COUNTY officer or employee, whose position in the COUNTY enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

35. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

36. SUBCONTRACTS - ASSIGNMENT

The parties agree that they shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by the other party. Both parties remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Both parties shall be held responsible for the performance of any subcontractor.

37. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. With the exception of payment for actual services incurred during the performance hereunder, compensation due from the COUNTY, may be adjusted in proportion to the benefit received despite the removal of the effected provision, provided that both parties mutually agree in writing.

38. DISCLAIMERS

CONTRACTOR will require that each PROVIDER as a medical professional will enter into an agreement with CONTRACTOR that ensures that the PROVIDER understands and agrees that California Medical ethics and laws require them to be independent contractors and that their participation as a PROVIDER is expressly conditioned upon their status and that they are the exclusive provider of their own health insurance, workers' compensation insurance, unemployment insurance, and processing deposits to comply with applicable State, local and Federal income and self-employment tax requirements.

39. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.

40. CONTRACT WITH PROVIDER

To ensure compliance by PROVIDER with terms imposed through CONTRACTOR by this agreement, each PROVIDER will be required by COUNTY to acknowledge in writing and agree to comply with the obligations that are applicable to PROVIDER provided herein.

COUNTY OF MARIPOSA	CONTRACTOR
7889C23EA5D Rosemarie Smallcombe ZorroSign	7889C23EA85 Dana Massey ZorroSign
Rosemarie Smallcombe, Chair Board of Supervisors	Dana Massey, Division VP, Government
ATTEST:	APPROVED AS TO FORM:
7889C23EA7B Danielleywardle ZorroSign	7889C23EA49 Steven W. Dahlem ZorroSign
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Mariposa County Health and Human Services Agency Contract Number:

Addendum Number: 01

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract

No.:) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

To the extent it is determined that Jackson & Coker LocumTenens, LLC is a Business Associate under

HIPAA regulations, Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing

regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used

but not otherwise defined in this Addendum shall have the same meaning as those terms that are used

in the Privacy Rule and Security Rule.

1. Use and Disclosure of Protected Health Information:

    a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "EPHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.

    b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/EPHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/EPHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

    c. Except as otherwise limited by this Addendum, Business Associate may access PHI/EPHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals.

2. Safeguard of PHI/EPHI:

    a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.

    b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

3. Unauthorized Use or Disclosure of PHI/EPHI:

    Business Associate shall report to the County health care component any use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4. Mitigation of Disallowed Uses and Disclosures:

    Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI/EPHI by the Business Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security Rule.

5. Agents and Subcontractors of the Business Associate:

    Business Associate shall ensure that any agent, including but not limited to a subcontractor, to which the Business

Associate provides PHI/EPHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security Rule.

6. Access to PHI/EPHI:

   Business Associate shall provide access to any PHI/EPHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI/EPHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the

   requirements of the Privacy Rule and 45 CFR 164.524.

7. Amendment(s) to PHI and Addendum:

   a. Business Associate shall make any amendment(s) to PHI/EPHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.

   b. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. Documentation of Uses and Disclosures:

   Business Associate shall document all disclosures of PHI/EPHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI/EPHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

   Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

    Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

    Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

    Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

    a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Any PROVIDER contacted in relation to this contract shall be advised of requirements of handling PHI and agree to accept such responsibility for Merced County files.

b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.

c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.

13. Material Breach and Termination:

Notwithstanding any other provision in the parties contractual Agreement hereunder, and this Addendum, if the County health care component becomes aware of a pattern of activity(s) that violates this Addendum, the Privacy Rule or the Security Rule by the Business Associate, its employees, agents or subcontractors, and reasonable steps to cure the violation(s) within thirty (30) days from the mailing of the written notice by the County to cure the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any Business Associate employees, agents or subcontractors, or by any third party who has received PHI/EPHI from the Business Associate.

14. Indemnification and Hold Harmless:

Business Associate shall defend, indemnify and hold harmless the County and its respective employees and agents from and against any and all losses, costs, claims, damages, penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but not limited to reasonable attorney's fees, asserted or imposed by a third party against the County. or its employees or agents, to the extent arising out of the acts or omissions of Business Associate or any of its employees or agents to whom Business Associate provides PHI/EPHI related to the performance or non-performance of this Addendum and compliance with the Privacy Rule and Security Rule. For the purposes of this section, the parties agree that PROVIDERS are to be placed with COUNTY, but not considered employees, agents, subcontractors, or assigns of Business Associate or County.

15. Interpretation:

Any ambiguity in this Addendum shall be resolved to permit the County to comply with the Privacy Rule and Security Rule. If any provision of this Addendum is deemed by the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining provisions and the parties intent under this Addendum are to be given full legal effect so as to further the protections of the private medical information under the Privacy Rule and Security Rule.

16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all Business Associate agreements and all Personal Health Information transfers, handling, storage and protection. Specific requirements for notification and for publication concerning improperly released information are in effect as of February 17, 2010. A business associate receiving any personal health information now has specific responsibilities for correct handling and for notice of any breach of security concerning personal health information.

Business Associate is responsible for compliance with the provisions of the HITECH Act which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes sections 17921 through 17953. Business Associate is now subject to the confidentiality requirements imposed upon covered entities and shall be responsible for the safe and secure handling of Personal Health Information (PHI) and specifically for secure protection of electronic and recorded records of PHI. Notice by the Business Associate to individuals whose records may have been compromised by a breach of security is required. Notice shall be by first class mail where possible, appropriate posting of information concerning the breach when contact cannot be made and, when involving 500 or more individuals, direct reporting to the Department of Health and Human Services.

Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM (CALIFORNIA CLIENTS)

This **CLIENT AGREEMENT ADDENDUM** (this "addendum") is between County of Mariposa ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C"," "we" or "us").

1.0 Overview
This Addendum provides additional terms and conditions related to the provision to you of our locum tenens employees to provide services for you or your facility(ies) within the State of California (each, an "Assigned Employee").

2.0 Workplace Safety
To assist us in meeting the obligations required for the selected Assigned Employees to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
2.1 Retain exclusive control over the safety of the facility(ies) where the Assigned Employees work, and retain sole responsibility for compliance by such facility(ies) with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace;
2.2 Use best efforts to identify and eliminate all known workplace threats to Assigned Employees' health or safety;
2.3 Take reasonable steps to evaluate the worksite conditions pertaining to the health and safety of the Assigned Employees, by doing periodic inspections;
2.4 Use best efforts to identify all known hazards to the Assigned Employees' health and safety, inform the applicable Assigned Employees of such heath and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;
2.5 Supply the Assigned Employees, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Assigned Employees to perform the services;
2.6 Supply the Assigned Employees with appropriate and required personal protective equipment ("PPE");
2.7 Provide legally required training to the Assigned Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;
2.8 Use best efforts to establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects the Assigned Employees;
2.9 Demonstrate to us that you have implemented specific safety programs as required by and in compliance with state mandates and OSHA requirements;
2.10 Cooperate with us in accident/injury investigations initiated by our workers' compensation insurance carrier or its representative;
2.11 Comply with all applicable Federal, State and local laws, including but not limited to the Civil Rights Act of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA"); the National Labor Relations Act ("NLRA"); the Vietnam Era Veteran's Readjustment Assistance Act ("VEVRAA"); the Fair Credit Reporting Act ("FCRA"); the Immigration Reform and Control Act ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Non-Discrimination Act ("GINA"); and all other applicable local, state (including any and all states within the United States), and federal laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace; and
2.12 Represent and warrant that you have maintained, and will continue to maintain throughout the term of the Client Agreement and this Addendum, your workplace(s), machinery, equipment, and environmental factors in compliance with applicable workplace safety laws.

3.0 Onboarding and Orientation
To enable us to ensure that the selected Assigned Employees are properly prepared and oriented to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
3.1 Cooperate with us to assure that each Assigned Employee has submitted all documentation required for such Assigned Employee to be properly onboarded at your facility(ies);
3.2 Provide all Assigned Employees with orientation and/or training so that they become properly oriented to and familiar with your facility(ies) and your workplace safety policies;
3.3 Provide all Assigned Employees with training on your electronic health records ("EHR") system;
3.4 Distribute to the Assigned Employees all policies and procedures with which you expect the Assigned Employees to comply; and
3.5 Provide each Assigned Employee with a designated workplace manager or supervisor and, as applicable, with a supervising physician.

4.0 General
4.1 You agree to provide J&C with prompt notice of your inability to meet any of the provisions set forth herein.
4.2 Any conflict between the terms of this Addendum and the terms of the Client Agreement shall be governed by the terms of this Addendum.

[Signatures on next page]

Initial: _____

The effective date of this Client Agreement Addendum is ___July 19, 2022____.

CLIENT: 7889C23EA68 Rosemarie Smallcombe ZorroSign

By: _____

Name:Rosemarie Smallcombe

Title: Chair, Board of Supervisors

Date: 07/29/2022

Federal Employer ID:

Notice Address:

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Attn: Sheila Baker
Fax: (209)742-0996

JACKSON & COKER LOCUMTENENS, LLC:

By: _____ 7889C23EA90 Dana Massey ZorroSign

Name: Dana Massey

Title: Division VP, Government

Date: 08/01/2022

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: Amanda Moore
Fax: (800)936-4562

Approved as to Legal Form:

7889C23EA54 Steven W. Dahlem ZorroSign

Steve W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-459

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with Transformations in the Amount of $172,375 for Crisis Response Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Transformations in the Amount of $172,375 for Crisis Response Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Transformations will provide mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with Transformations on July 26, 2022 through Resolution No. 2022-441.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services to county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT

The costs for this contract will be paid within the Mental Health budget unit. Contract costs will be partially offset by Medi-Cal revenue claimed for services performed. Any remaining costs of this agreement will be funded with Realignment revenue. There is no impact to the County General Fund.

ATTACHMENTS

1. **FY23-24 Transformations Crisis Response**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on December 31, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $172,375 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $5,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Transformations
5010 Hwy 140 Suite A&B
Mariposa, CA 95338

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Christine Doss, Owner Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHSA) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The contractor will provide triage support and evaluation response for individuals in the hospital, the jail or when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or an assessment of whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
    - i In verified events that Transformations refuses and/or no shows to a request to respond in the field there will be no payment.
2. The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem- solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

1. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of the contract responsibilities; respond appropriately to all situations; maintain confidential information in accordance with legal standards; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; have access to and security for all electronic and written documentation.
2. Contractor shall have knowledge and processes for safety planning for clients who are not eligible for 5150.
3. Contractor shall be responsible for writing 5150 holds when appropriate. It is the expectation that contractor will begin to secure placement by faxing packets to all

hospitals in the state and get the client started in the XFERALL system to begin looking for placement.

4. Contractor will assist to stabilize clients while in the ED. Contractor will be present and providing support to the client as appropriate.
5. Contractor shall have knowledge and processes in place for clients who no longer require a 5150 hold and how to rescind a 5150 with the appropriate licensed staff oversight and approval for each of these.
6. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.
7. After action reviews will be scheduled within 30 days, contractor is expected to attend each after action.
8. Contractor will provide proof of training in:
    a. 5150 evaluations, laws and processes;
    b. Prison Rape Elimination Act (PREA);
    c. Jail based services and field response;
    d. Cultural Competency;
    e. Compliance and fraud reduction;

    d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.

    f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
    g. If a case has not been opened in the electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.

    h. When contractor is on call, he/she is expected to be available to the following agencies for a response: HHSA, after-hours call line, the hospital, the jail and to the sheriff when required to respond.
        1. Contractor will have **15 minutes** to call back by phone to the requesting agency.
        2. When the call involves responding in the field, to the hospital or jail the contractor will have **1 hour** to respond in person.
            a. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor is not expected to respond in the field on their own, so coordination with a sheriff is required.
        3. Every client will receive an appropriate risk screening. iv. Every call and its disposition is to be communicated to the BH county team through the "End of Day" email by 8am the next morning and documented in the EHR. .

    i. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.

j. For Full Service Partnership (FSP) clients the contractor will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization. All FSP client afterhours requests will meet the provider prior to intervention.

1. Contractor will document all contact attempts for FSP clients in the electronic health record.

9. Contractor will ensure staff are trained in the utilization of a county approved substance use disorder screening tool. When a client presents or indicates substance use, contractor must utilize the county approved substance use disorder screening tool. When screening indicates client would benefit from SUD services, contractor will refer client to MCBHRS for the first available SUD assessment and contact SUD supervisor to ensure follow-up to treatment.

Failure to adhere to these expectations may result in corrective action, including request for consultation, additional training, verbal and written warnings, and termination of the agreement. Payments for services may be deferred if all electronic documentation is not submitted at the time of the invoice.

IV. HIPAA Compliance

Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Exhibit B
COST PROPOSAL

A. Personnel: Staffing for the After-hours program will consist of a Director, After Hours Coordinator and 4 After Hours Crisis workers to support the after-hours needs for Mariposa County Behavioral Health. The after-hours staff will provide crisis evaluations, crisis support, de- escalation and stabilization. Every effort will be made to divert from acute psychiatric placement. The after-hours coordinator will provide support and guidance to the field crisis worker. The director will ensure proper staffing for the crisis team and support the after-hours coordinator and back up when the coordinator is off duty or on vacation.

Name/Position	Computation	Cost
Director	$3,000 x 6 months	$18,000.00
After Hours Coordinator	$5,000 x 6 months	$30,000.00
After Hours Crisis Worker (4)	$2,300 x 26 weeks	$59,800.00
	TOTAL	**$107,800.00**

B. Fringe Benefits:

Fringe Benefits, including state and federal payroll taxes		$46,950.00
	TOTAL	**$46,950.00**

C. Training. Itemize estimated training expenses of personnel by director and/or coordinator (e.g., mandatory staff training and field shadowing, etc.). Every effort will be made to offer trainings for all staff at one time in an effort to keep training costs reasonable. There are no training fees associated with field shadowing, that is covered under salaries. Contractor will be invited to county trainings, however if unable to attend contractor will be responsible for ensuring trainings are completed outside of the county trainings. Contractor will provide proof of completed training for each staff member.

Mandatory Training Topic	Location	
Columbia Suicide Rating Scale	TBD	
Protocol Training	TBD	
Shadowing	Field	
Cultural Competence Training	TBD	
Compliance Training	TBD	
EHR Training	TBD	
Documentation Training	TBD	
	TOTAL	**$2,500.00**

D. Consumer Expenses: Transformations will provide supplemental financial supports for clients with immediate needs, including but not limited to, hotel room, food, transportation costs, medications etc. Below are some estimated costs. Receipts will be provided to MCBHRS and reimbursement for actual costs will be made to Transformations.

Item	Computation	Cost
Hotel Stay	6 x $150	$900.00
Taxi/Transportation	5 x $65	$325.00
Food	20 x $25	$500.00
Gift Cards	10 x $25	$250.00
	TOTAL	**$1,975.00**

E. Equipment: The after-hours crisis team will require one laptop and three cellphones. One cell phone will be allocated to the after-hours coordinator and two for crisis workers on call and in field.

F. Supplies: Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

Item	Computation	Cost
Office Supplies	$150 x 6 months	$900.00
	TOTAL	**$900.00**

G. Indirect Costs: Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

Description	Computation	Cost
Rent / Internet / Utilities	$1000 x 6 months	$6,000.00
Software / Online Subscriptions	$600 x 6 months	$3,600.00
Accounting / Payroll Services	$200 x 6 months	$1,200.00
Insurances	$1,700 x 1/2 year	$850.00
Phone Service	$300 x 6 months	$1,800.00
	TOTAL	**$12,350**

Budget Summary – The proposed budget is an estimated budget based off every aspect needed to run an effective after-hours crisis program. The estimated expenses below will cover the program costs for one year.

Budget Summary	Estimated Amount
A. Personnel	$107,800.00
B. Fringe Benefits	$46,850.00
C. Training	$2,500.00
D. Consumer Expenses	$1,975.00
E. Equipment	$0.00
F. Supplies	$900.00
G. Indirect Costs	$12,350.00
TOTAL PROGRAM COSTS	**$172,375.00**

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-460

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Transformations in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Transformations in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Transformations may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
1. Initial and annual updated assessments;
2. Individual Therapy;
3. Group Therapy;
4. Family Therapy;
5. Plan Development;
6. Case Management;
7. Crisis Intervention;
8. Rehabilitation;
9. Intensive Care Coordination;
10. Intensive Home Based Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Transformations for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the agreement will force Health and Human Services Agency to seek an alternate provider and incur increased risk for non-compliance with federal and state laws for mental health services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. FY23-24 Transformations MH Agreement

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Transformations Counseling ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," and Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000. Contractor's hourly rates are listed in Exhibit C, "Payment Terms and Conditions." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $5,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Transformations Counseling
35686 Hwy 41 Suite C
Coarsegold, Ca 93614

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

12. NONDESCRIMINATION AND COMPLIANCE

Contractor shall comply with all federal, state, and local laws, codes, ordinances, and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Consistent with the requirements of applicable federal law, such as

42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit C.

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

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Christine Doss, Owner Transformations Counseling
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Christine Doss
Transformations Counseling
35686 Hwy 41 Suite C
Coarsegold, CA 93614
661-204-5072

II. Program Description:

A. Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home Based Services.

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all of the following requirements:
    a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
    b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
    c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
    1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.

B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service delivery.

C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal

clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:
   1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:
   1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
   2. Contractor is required to call the client for appointment within 5 business days of the bi-directional referral date.
   3. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.
      a.) MCBHRS will monitor the percentage of Bi-Directionals that are send back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider effectiveness.

C. Service Delivery:
   1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
   2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
   3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
   4. Duplicate services provided to the same client in the same day must be pre-approved by Quality Assurance.
   5. If the contractor is unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a “Request to send NOABD 5” to-do must be sent to Medical Records to begin the discharge process.
   6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.
   7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
   8. Contractor shall ensure all services shall be delivered in a manner that respects the client’s gender, language, ethnicity, spiritual beliefs, sexual orientation,

and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD), and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider, and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be re-assessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:
    a.) Short-Term Residential Therapeutic Programs (STRTP's),
    b.) Case Management,
    c.) Intensive Care Coordination (ICC),
    d.) Intensive Home-Based Services (IHBS),
    e.) Therapeutic Behavioral Services (TBS),
    f.) Therapeutic Foster Care (TFC).

g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All of the above mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:
    1. Notes shall be documented within 72 hours of the provided service.
        a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
        b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
    2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
    3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

E. Discharges/NOABD's:
    1. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
    2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
    3. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept in the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information

provided in this Exhibit is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
    1. Licensed Professional Clinical Counselor[2]
    2. Licensed Clinical Social Worker[3]
    3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
    1. Can function as a "Head of Service" on agency application
    2. Can authorize services as directed by MCBHRS
    3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
    4. Can co-sign the work of other staff members within their scope of practice
    5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
    1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
    2. Can authorize services as directed by MCBHRS.
    3. All assessments and diagnosis must have a co-signature by a LPHA.
    4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
    5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
    1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
    2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
    a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.

F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
G. The contractor is responsible for clinical supervision of providers.
H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.
I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.
J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency(if applicable), and evidence of continuing education as required by provider type.
K. Contractor is required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
    1. Contract doing provider checks, must check the following databases:
        a.) https://exclusions.oig.hhs.gov
        b.) b. https://oig.hhs.gov/exclusions/waivers.asp
        c.) c. https://files.medi-cal.ca.gov
        d.) d. https://bbs.ca.gov
        e.) e. https://ccapp.us (SUD staff only)
        f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
        g.) g. https://dmf.ntis.gov/
    2. County doing provider checks, contractor must submit the following information for each provider:
        a.) Full Name
        b.) National Provider Index (NPI) Number
        c.) License Number (as applicable)

d.) Social Security Number
e.) Date of Birth

VII. Provision of Informing Material:

A. The following information must be posted in the lobby of all contract providers:

1. Client Problem Resolution Process
2. Grievance/Appeal forms with self-address envelopes
3. MCBHRS Brochure
4. Advance Directive Brochure
5. Notice of Privacy Practices (NPP)
6. Beneficiary Handbook
7. Client's Rights Poster
8. Equal Opportunity
9. Notice to clients that there is assistance to complete forms (as needed)
10. Language assistance is free of charge.
11. Non-discrimination notice in English
12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
13. Change of Provider Form
14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

1. Demographic Information
2. Client's Rights and Privileges of Confidentiality
3. Client Problem Resolution Process
4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
5. Advanced Directive Notices Information (Adults Only)
6. Notice to Medi-Cal Beneficiaries
7. Acknowledgement of Receipt of the NPP.
8. Payment Policy
9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:

1. Notice of Privacy Practices (NPP)
2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.
B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.
D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.
E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.
F. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
    1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

IX. <u>Quality Assurance:</u>

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.
B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:
    1. Maintain triennial site certification through MCBHRS.
    2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
    3. Audit for compliance with requirements outlined in Exhibits A, B, C,
    4. Use MCBHRS chart audit tool within the EHR.
    5. Conduct Chart audits on a monthly basis
C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.
D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).
    1. Contractor agrees to ensure:
    2. Facility and services are accessible;
    3. Facility is clean, sanitary, and in good repair;
    4. Fire clearance updated on annually;
    5. Services are meaningful and beneficial to the client;
    6. Services are culturally and linguistically competent;
    7. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
    8. Services produce highly desirable results through the efficient use of resources;
    9. Services meet requirements for medical necessity;
    10. All PHI is properly stored and secured.
E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance

Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.

1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).

F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
    1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).
G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)
I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.
K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.
L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.
N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
    1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR

performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.

2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information
5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
   1. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. Security Requirements:

A. Information Technology Infrastructure:
   1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
   1. Contractor shall submit all paper records to MCBHRS.

2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:
    a.) Mariposa Behavioral Health and Recovery Services
    b.) PO Box 99
    c.) Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
    a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.
    b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
        (i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Individual Therapy & Collateral & Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups	TBS
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$185.00	$180.00
Mental Health Rehab Specialist	$95.00	$105.00	$105.00	$180.00
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	$95.00	$105.00	$105.00	

A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.
    1. Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-461

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with GHC of Anberry, LLC in the Amount of $150,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with GHC of Anberry, LLC in the Amount of $150,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

GHC agrees to provide Mariposa County Health and Human Services Agency (HHSA) with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0- 786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with GHC for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this agreement will force HHSA to seek another service provider for a client with a unique and severe treatment requirement.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Mariposa.Anberry.MBR Agreement 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and GHC of Anberry, LLC dba Anberry Nursing and Rehabilitation Center hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on August 25, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit B, "Payment Provisions," and Exhibit C, "Cost Proposal," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Generations Healthcare
ATTN: Legal Counsel
6 Hutton Centre Drive, Suite 400
Santa Ana, CA 92707
MarissaBrandel@lifegen.net

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

Copy to:

Anberry Nursing & Rehabilitation

Center
1685 Shaffer Rd
Atwater, CA 95301
Attn: Administrator

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be

entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Lois Mastrocola, Chief Financial Officer Anberry Nursing and Rehabilitation Center
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO LEGAL FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

SCOPE OF SERVICES

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:

   1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

   1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.

   1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. Goals and Outcomes

Contractor's program shall have the following goals and objectives:

1.1. Goals:

1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to

acute hospitalization, to prevent placement in more restrictive longer-term settings.

1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.

1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long- term care facilities or state hospitals.

1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.

1.1.5. Clients shall have reduced medication levels, as measured through medication usage.

1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning

1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.

1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.

1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein lo the following target population:

2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.

2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.

2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.

2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.

2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

2.2.1. 24 hours, seven days a week.

3. <u>Requirements for Service Delivery</u>

3.2. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as physical illnesses (without a psychiatric component) shall not considered for admission. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.

3.3. Services: Contractor shall provide, operate, and maintain an IMD/STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.

3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food (see Exhibit C for payment).

3.5. Contractor shall pay for ancillary costs at the direction of the COR

based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.

3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.

3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

3.7.1. To be eligible for admission, a patient must be:

3.7.2. At least 18 years of age.

3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and

3.7.4. Temporarily or permanently conserved.

3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.

3.7.6. Screening/Referral Process:

3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.

3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and

individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.

proper isolation or who cannot cooperate with needed isolation procedures and restrictions.

3.7.7.2. Any patient needing drug or alcohol detoxification.

3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.

3.7.7.4. Patients under 18 years of age.

3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis

3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.

3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.

3.7.7.8. Voluntary patients

3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days

3.7.7.10. Patients that are currently suicidal

3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.

3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

3.8.2. Patient Orientation - The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.

3.8.3. Assessment and Treatment Planning - This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

3.8.4. Rehabilitation and Treatment Milieu - During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.

3.8.5. Discharge Preparation - The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

3.9. Discharge Criteria and Planning: The Contractor shall designate staff to provide planning for client who discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.

3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The

program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.

3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization:

3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.

3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health {OMH) Culturally and Linguistically Appropriate Service {CLAS) national standards. The National CLAS standards are located at:

https://www.thinkculturalhealth.hhs.gov/clas

3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

4. Data Collection and Reporting Requirements

4.1. Quarterly status reports

5. Customer Satisfaction Surveys

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

Exhibit B
PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary ServicesRate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:

    5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is

CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.

5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered

either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.

5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other insurance coverage, share of cost, and co-payments.

Exhibit C
COST PROPOSAL

Item	Pay Point Description	Daily Rate per Client
STP Patch **A**	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services	$295/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$350/day
STP Patch C	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety supervision • Specialty Psychiatry and/or	$395/day

	Medical Services	
**STP Indigent Rate	**Unfunded or Non-contracted Medi-Cal HMO**	A- $425/day B- $450/day C- $475/day
STP Murcon Patch Rate	**Murphy Client**	A- $475/day B- $500/da C- $525/day
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$200/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hour client facility that includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$250/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes:	$300/day

	• Basic Care Services • Treatment Services • Intense Case Management Services • High acuity - behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	
**LTC Indigent Rate	**Unfunded or Non-contracted Medi-Cal HMO**	A- $425/day B - $450/day C- $475/day
LTC Murcon Patch Rate	**Murphy Client**	A-$450/day B - $475/day C- $500/day
Ancillary Services	This pay point is for Contractor costs related to: Transportation Costs, Client Accompaniment to Doctor's or Court Appointments, Costs to Move Clients to Contractor's facility, and other Medical/Pharmaceutical services related to the care of County contracted clients that are not reimbursed by Medi-Cal, contract expenses for specialists needed to meet Client's needs. It also includes any other expenses that need to be approved by the COR (Contracting Officer's Representative) in advance on case-by-case basis based on funding availability. Contractor must request and receive written approval in advance from the	Rates will be negotiated and agreed upon by both parties prior to the cost being incurred

	COR prior to invoicing the County. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.	

* The Indigent Rate will apply when the Contractor admits a client from the County who is not enrolled nor covered for services under their traditional Medi-Cal benefits. The Indigent Rate shall never be less than the published Medi-Cal Rate plus the approved Patch Rate in effect at the time services are provided. When a County client is enrolled in a Managed Medi-Cal Plan which does not provide coverage for services, Contractor will work with the client's Conservator to disenroll from the Managed Medi-Cal Plan into traditional Medi-Cal, and such disenrollment shall be retroactively effective on the date of admission for services. However, if Medi-Cal does not provide retroactive eligibility, the non-covered days will be billed to the County at the STP Indigent Rate included in the rate section of this Agreement. Contractor will have one hundred eighty (180) days after the date of service to bill the STP Indigent Rate days to the County, no other billing timelines specified in this contract will apply. If Contractor receives payment from another payment source for the STP Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days paid by the other payment source.

Full bed hold rate (with meals) - $387/day

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-462

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to Foster Care Case Management; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to Foster Care Case Management; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Founded in 2017, Binti, Inc. (Binti) has partnerships with county and state government entities as well as private agencies across 24 states to improve foster care. For this agreement, Binti has implemented its Software-as-a Service platform to allow for Mariposa County Health and Human Services Agency (HHSA) staff to track and manage ongoing paperwork and requirements for children and youth in our foster care system. To further expand on its existing capability, Binti and HHSA request the addition of the Family Finding module to the current portfolio of services offered in the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with Binti on September 15, 2021 through Resolution No. 2021-520.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to authorize this amendment and forego an opportunity for HHSA to ensure effective case management for foster children throughout the County.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Binti Agreement 2022-2024 - Wsignatures - Res. 2021-520**
2. **Mariposa - Family Finding Presale Amendment**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-520

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Binti, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Annual Subscription Agreement with Bitini, Inc. to Provide Software Services for Foster Care Case Management; and Authorize the Health and Human Services Agency Director to Sign the Agreement.

Founded in 2017, Binti, Inc. (Binti) has partnerships with county and state government entities as well as private agencies across 24 states to improve foster care. For this agreement, Binti will implement its Software-as-a Service platform to allow for Mariposa County Health and Human Services Agency (HHSA) staff to track and manage ongoing paperwork and requirements for children and youth in our foster care system.

For access to Approvals Platform and Placements Platform and ongoing support and maintenance, HHSA will be assessed an $11,000 fee for each 12-month period. Fees are subject to an increase in an amount not to exceed 3% more than fees during the immediately preceding 12-month period. Beyond the initial three year term, this agreement will automatically renew for additional consecutive terms of 12 months.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior history with Binti, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not authorize this agreement and forego an opportunity for HHSA to ensure effective case management for foster children throughout the County.

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

ATTACHMENTS:
Binti Master Agreement_Mariposa Country_8_18_2021 (PDF)
Binti Security Plan [04.13.2021] (PDF)

REF ID# 12102

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

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("**Agreement**") is made as of **Sept. 15,** 2021 ("**Effective Date**"), between Binti, Inc. with an address at 1212 Broadway, Suite 200, Oakland, California 94612 ("**Binti**"), and Mariposa County with an address at 5362 Lemee Lane, Mariposa, CA 95338 ("**Licensee**"). Binti and Licensee will be referenced to individually herein as "**Party**" and collectively as the "**Parties**."

Binti has developed a Software-as-a-Service platform, as described at www.binti.com ("**Platform**"). The Approvals Platform allows users to apply online to become approved to foster children and allows social workers to manage their approval workflow online. The Placements Platform allows for the matching of child referrals to approved foster families. The Case Management Platform allows agencies to track and manage ongoing paperwork and requirements for children and youth in their care ("**Authorized Purpose**"). This Agreement governs a relationship whereby Binti will (i) grant Licensee access to the Platform; and (ii) perform the professional services set forth in **Exhibit A** attached hereto ("**Professional Services**," together with the Platform, the "**Services**"). Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Proprietary Rights.

(a) Platform. Subject to the terms and conditions of this Agreement, Binti hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees and contractors who have been issued valid access credentials from Binti ("**Authorized Users**") to access and use the Platform solely to help facilitate foster care and adoptions for children. Binti will provide access to the Service to Authorized Users subject to Binti's Terms of Service, and in its capacity as a data controller, will process the Authorized Users' personal information in compliance with Binti's Privacy Policy. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto.

(b) Restrictions. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) Binti Ownership. Except for the rights granted to Licensee in Section 1(a) above and Licensee's rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti's systems or applications automatically collect regarding the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("**Diagnostic Data**") (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

(d) Licensee Ownership. As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Binti by Licensee or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Licensee represents and warrants that: (i) it either owns the Data or is otherwise permitted to grant the license set forth in this Section; (ii) the posting and use of Data on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Data on the Platform does not result in a breach of contract between Licensee and any third party. Licensee hereby grants to Binti a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely to provide the Services. Binti is not responsible for the content of any Data or the way Licensee or its Authorized Users choose to use the Platform to store or process any Data. Upon termination or expiration of this Agreement for any reason, Binti will permit Licensee to download all Data from the Platform in .csv format.

2. Use of the Services.

(a) Binti's Obligations. Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(b) Licensee's Obligations. Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee acknowledges and agrees that the Licensee and Licensee's Authorized Users use

of the Platform is in compliance with all applicable laws, and Licensee acknowledges that Licensee assumes all risk arising from any such use that is not compliant with applicable laws.

3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services in accordance with any specifications set forth in **Exhibit A**. Each Party will communicate with the point of contact set forth in **Exhibit A** in connection with the Professional Services. Licensee will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in **Exhibit A** in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in **Exhibit A** to the contrary, Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("**Inventions**"). Binti hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti provides to Licensee under **Exhibit A** solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. Licensee will pay Binti [(i) $11,000 for access to the Approvals Platform and Placements Platform for each 12-month period and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto (collectively, "**Fees**"). All Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Binti. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one-and-one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(b) Fee Increases. Binti in its sole discretion may increase the fees due for any 12 month period during the Term in an amount not to exceed 3% more than the fees payable during the immediately preceding term of the same length to adjust for inflation; provided, however, that Binti may increase the fees by an amount deemed necessary by Binti in its sole discretion during any Renewal Term in connection with enhancements and/or improvements made to the Platform or Professional Services.

(c) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Binti's net income).

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Binti also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or

agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of thirty-six (36) months ("**Initial Term**"). Thereafter, this Agreement will automatically renew for additional consecutive terms of twelve (12) months (each, a "**Renewal Term**," together with the Initial Term, the "**Term**"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement.

(b) Termination. Either Party may terminate this Agreement for any or no reason (in its sole and absolute discretion), upon written notice to the other Party. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period. Upon termination (except for termination by Binti pursuant to the immediately preceding sentence), the Licensee will have access to the Platform for the remainder of the then-current Term. Upon termination by either party for any reason, Binti will supply the Licensee with an export of the Licensee's Data.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 2(b), 3(b), 4, 5, 6(c), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE TO BINTI DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. If a third party asserts a claim (each, a "**Third Party Claim**") against Binti or any of its affiliates, officers, employees or contractors (each, a "**Binti Released Party**") alleging or arising from (a) that any Data infringes, violates, or misappropriates any intellectual property or proprietary right(s), (b) that any Data, or its provision to Binti, violates any applicable law or regulation, or (c) any negligent act or intentional misconduct by Licensee or any of its Authorized Users in connection with the Service, then Licensee will defend the Binti Released Party from the Third Party Claim and hold such Binti Released Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the Third Party Claim (including, without limitation, reasonable attorneys' fees).

(b) Binti. If a Third Party Claim is asserted against Licensee or any of its affiliates, officers, employees or contractors (each, a "**Licensee Released Party**") alleging that the Platform (not including any Data) infringes, violates, or misappropriates such third party's intellectual property or proprietary right(s) ("**Infringement Claim**"), then Binti will defend the Licensee Released Party from the Infringement Claim and hold such Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable with respect to the Infringement Claim (including, without limitation, reasonable attorneys' fees). In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Licensee a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti; or (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Binti in writing.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of California without reference to its conflict of laws principles. This Agreement, including all Exhibits attached hereto, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following: in the case of Binti: Felicia@binti.com; and in the case of Licensee: jsims@mariposacounty.org. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier,

and/or on the same day a facsimile or electronic mail is sent to the recipient. Binti will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

BINTI, INC.

5AA959D4079

By: Jamie Gray ZorroSign

Name: Jamie Gray

Title: Assistant Secretary

LICENSEE

5AA959D406F

By: Shannon Gadd ZorroSign

Name: Shannon Gadd

Title: Director, Health and Human Services Agency

5AA959D4065

By: Steven W. Dahlem ZorroSign

Steven W. Dahlem, County Counsel

EXHIBIT A

PROFESSIONAL SERVICES

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Contact. The principal contacts in connection with the Professional Services are as follows:

Binti:	**Licensee:**
Name: Felicia Curcuru	**Name: Julianne Sims**
Title: CEO	**Title: Division Director, Human Services**
Address: 1212 Broadway, Suite 200, Oakland, California 94612	**Address: 5362 Lemee Lane, Mariposa, CA 95338**
Phone: 844-424-6844	**Phone: (209) 742-0889**
Email: partnerships@binti.com	**Email: jsims@mariposacounty.org**

2. Services. Binti will use commercially reasonable efforts to provide the following Professional Services:

(a) Data Migration. Migrate Data into the Platform based on reasonably written instructions from Licensee within 12 weeks of receiving data with documentation from Licensee.

(b) Form Customizations. Customize up to 60 documents provided to Binti by Licensee for inclusion within the Platform within 12 weeks of Licensee providing the documents.

Any additional Professional Services to be performed by Binti will be mutually agreed upon by the Parties in writing and attached to this **Exhibit A** as successively numbered Schedule "A"s (*e.g.*, Schedule A-1, Schedule A-2, etc.).

This **Exhibit A** is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.

By: Jamie Gray ZorroSign

Name: **Jamie Gray**

Title: **Assistant Secretary**

LICENSEE

By: Shannon Gadd ZorroSign

Name: **Shannon Gadd**

Title: **Director, Health and Human Services Agency**

By: Steven W. Dahlem ZorroSign

Steven W. Dahlem, County Counsel

EXHIBIT B

SUPPORT

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Support. Binti will provide technical support to Licensee from 6AM-5PM Pacific Standard time Monday through Friday during the Term except for national holidays in the United States and June 19th. Support may be non-live and/or limited for up to four (4) days per year due to staff training. ("**Support**"). To request Support, Licensee must contact Binti via Live Chat within family.binti.com, via phone at 844-424-6844, or via email at help@binti.com. Support will return/answer all messages received outside of the aforementioned hours during the following business day.

(a) Provision of Support. Binti will provide Support to the following Licensee contact: **jsims@mariposacounty.org**. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Licensee's systems or any misuse of the Platform.

(b) Events. "**Events**" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among four classes of Events as follows:

(i) **Critical Event**: A complete loss of the Platform's functionality such that no user can use the Platform.
(ii) **High Event**: The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose. Users have major impact and minimal functionality is available.
(iii) **Medium Event**: An event not meeting the criteria of Critical or High, has a workaround available, which does not negatively impact the User from using the Platform for its intended purpose. Such errors will be consistent and reproducible. Users would lose some level of functionality but are still able to utilize the system.
(iv) **Low Event**: Any other problems or issues, without limitation, any general questions about the Platform or problems that do not rise to Critical, High, or Medium events. Most users would not notice or be impacted if not addressed.

(c) Target Resolution Times. Binti will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time Binti receives a Support request:

Event Level		**Target Resolution Time**
Critical		**4 hours or better**
High		**24 hours or better**
Medium **Low**		**Binti will provide a response time of 3 business days; resolution will be determined based on an agreed action/remediation plan between the Parties in writing**

(d) Scheduled Maintenance Downtime. Binti will schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Binti will provide Licensee with reasonable advance written notice of scheduled downtime. Binti may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Updates, bug fixes and/or any other changes that Binti deems necessary or advisable. Outside of scheduled maintenance downtime, Binti maintains a 99.95% system uptime.

(e) Resolution. If Binti has not resolved an Event within the targeted time frame, then, upon Licensee's written request, Binti and Licensee will discuss a resolution plan. From that point forward until the issue is resolved, Binti will notify Licensee's designated contact of the status of resolution at least once daily.

2. Training. The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term.

Binti's Security Plan

Binti Overview **3**

Binti Security Practices and Protocol **3**

- Regulations and security requirements 3
- Workforce Security 4
- Role-based Security Access 6
- Password Management 6
- Logging / Auditing Controls 7
- Incident Management 7
  - Agency Notification Process 7
  - Binti's Internal Security Incident Response Procedures 8
- Vulnerability / Security Assessment 10
- Application Security 11
- Application Partitioning and Multi-Tenant 11
- Anti-virus / malware controls 11
- Network Security 12
- Database Security 12
  - Data Classification 12
  - Data Backups and Retention 13
  - Data Destruction 13
- Data Integrity Requirements 13
  - Completeness, timeliness, and accuracy 13
  - Data is consistently and uniformly collected 14
  - Data is exchanged and maintained confidentially 14
  - Data is supportive of child welfare policies, goals and practices 15
  - Data is not created by default or inappropriately assigned 15
  - Data is implemented and maintained with automated functions 15
- Server and infrastructure 16
- Wireless, Remote and Mobile Access 16
- Transmission 17
- Continuous Monitoring 17
- Security Audit 18
- Change / Configuration Management and Security Authorization 18

Business Continuity **18**

- Binti Disaster Recovery Plan 18
- Disaster Recovery Policies 18
- Scope of Disaster Recovery Plan 18
- Notification List 19

- Physical Premises Incident Response 19
- Staff Incident Response 20

Disaster Recovery Objectives 20

Defining Critical Systems and Services 20

General Disaster Recovery Plan 21
- Notification Phase 21
- Recovery Phase 21
- Reconstitution Phase 22
- Forensics Phase 22
- Retrospective Phase 23
- Reenactment / Test Phase 23
- Customer Data 23
- Service Availability 23

Binti Security Policy Enforcement 24
- Disciplinary Action 24
- Responsibility 24

Binti Overview

Binti builds modern, mobile-friendly software driving measurable results and promoting quality practice in Child Welfare to ensure that every child has a fair chance at life. Binti's Software-as-a-Service (SaaS) platform includes multiple modules that comprise a solution for child welfare agencies to meet Comprehensive Child Welfare Information System (CCWIS) requirements.

As a cloud-based SaaS solution, Binti simply requires a modern web browser to be utilized, without relying on specific hardware and software technology requirements for agencies. Binti is efficient, intuitive, user-friendly, accessible, mobile, and reliable. Our software is engineered to prioritize security, compliance, quality, usability, efficiency, interoperability, and reporting.

Binti's software is written primarily in Ruby-on-Rails and React, backed with a Postgres database. The back-end infrastructure has been developed to accommodate multiple, flexible workflows - for example, Binti's software is used by private, county, and state agencies, many of whom outsource various services to sub-agencies that have their own access and capabilities within Binti. Binti's Engineering and Product Management team, including data and security specialists with decades of experience, are responsible for IT operations and critical business functions. Each Product Manager is responsible for the scope and prioritization of tasks that are carried out by the Engineering team with regards to each module.

Binti Security Practices and Protocol

At Binti, security was integrated into our company from the very beginning and remains a primary focus today. Security is integrated throughout the environment, from the people, to the processes, to the technology. Because we're a SaaS solution, you never have to worry that the version of your software is out of date. Our platform works optimally on the latest two browser versions of any browser. This security plan is designed to provide detail into the security practices and protocols at Binti.

Regulations and security requirements

Binti is compliant with the Center for Medicare and Medicaid Services, Internal Revenue Service (IRS) Policies, and is HIPAA compliant. HIPAA compliance information can be found within the business associate agreement (BAA), which can be provided upon request. Binti is strictly compliant with HIPAA, NIST Special Publication 800-63B, and commits to adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support ADA usability requirements. We incorporate accessibility features, including WCAG 2.0 ADA requirements and Section 508 of the Rehabilitation Act, throughout the design, development, and testing processes. Binti is happy to provide a copy of our VPAT for reference.

Binti has completed their SOC2 Type 1 audit, and Binti is happy to share with customers a copy of this report for reference.

The SOC2 Type 2 audit period will cover the time period of December 16, 2020 through December 15, 2021. Our auditor will begin the attestation phase of the audit in December 2021, and we plan to provide the report to agencies in Q1 2022.

Binti is hosted exclusively in Virtual Private Clouds (VPCs) on Google Cloud Platform, which leads the industry in security and compliance and is regularly audited according to HIPAA/HITRUST, SOC2, and other compliance frameworks. More info on Google's Compliance can be found here: https://cloud.google.com/security/compliance.

Workforce Security

All Binti personnel are subject to a standard criminal background check using a BSCC-accredited, NAPBS-recognized, and FCRA-compliant vendor in accordance with California state laws.

Binti conducts background checks on all incoming new employees before their start date. We partner with Checkr and check on the following: SSN Trace, Sex Offender Search, Global Watchlist Search, National Search, and County Searches.

Upon hiring, all Binti employees must read, review and sign a copy of the "Bintipedia". Bintipedia is a company handbook to inform employees of the policies and procedures at Binti and to establish and communicate the company's expectations. It is not all-inclusive but rather offers an overview of the work environment. This document includes policies regarding Acceptable Use and our security policies.

They must confirm they have read the policies within their first two weeks of work. In addition, there is a quarterly security awareness training class.All employees are required to take a (30 minute) quarterly security awareness training class and receive a passing grade. This course covers topics such as:

- Phishing
- Spear phishing
- Malicious email
- Malicious file attachments

Binti regularly tests employees with real-world phishing campaigns to ensure that the lessons learned in the training videos have been absorbed. Binti also provides specific training for engineering and systems administrations teams that covers software engineering and systems administration security best practices.

Binti employees at onboarding are required to install Vanta, our monitoring software used to

verify several configurations, such as whether the hard drive is encrypted or a password manager is installed. Hard drive encryption using the operating systems Bitlocker or File Vault settings is required, and this is verified via Vanta. In addition asset management is performed via Vanta. Firewall is enabled on each system using the operating system's software.

Vanta is used as the anti-virus monitoring software for employees using Mac hardware, and Windows Defender is required for employees using Windows software.

Binti staff members are required to use Multi-factor authentication (MFA) when authenticating to corporate information systems. Binti staff use only hardware and software that is certified in enterprise-grade security (including full disk encryption). Our corporate premises have been audited for physical security and feature a commercial-grade intrusion detection system.

Binti customer support staff are required to complete counter-social engineering training as well as successfully complete an industry-leading Security Awareness Training program on an annual basis.

We follow the principle of least privilege when granting our employees authorization on our corporate information systems and when granting our users authorization on our products.

Employment with Binti is on an at-will basis and Binti reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

The following actions are considered grounds for disciplinary action. This list is not comprehensive, but are examples of the types of conduct this company does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Unauthorized use of company property or assets;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;

- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

Binti reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.Upon termination, an employee is required:

- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- to return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords.

Binti will conduct an exit interview during the last week of employment.

Role-based Security Access

As a SaaS platform, role based security access is administered through login permissions. All customer data is strictly confidential to the customer. Binti staff members have only the minimum access to customer data required to perform their job functions, and all reads and writes of customer data are securely logged.

Within the application, all queries are scoped to finite sets of records in accordance to the customer's staff members roles and permissions. Binti offers comprehensive documentation thereof to ensure our business logic matches the needs of your business workflow with regards to data confidentiality. Binti has roles to grant that can be granted to an agency worker to maintain their own agency's accounts.

In addition, Binti can either do a one-time import of agency worker data given a CSV containing agency worker names and email addresses or implement Single Sign-On (SSO) of credentials. SSO eases login and simplifies provisioning and deprovisioning accounts. SSO also enhances security by reducing the number of individual credentials that users have to maintain. Given the SAML IdP Target URL and SHA1 fingerprint of agencies' certificate parameters, Binti can add this for all workers managed under the client's identity and access management environment. Binti currently supports SSO for Los Angeles County and other large agencies.

Password Management

Binti complies with NIST Special Publication 800-63-3: Digital Authentication Guidelines, which are endorsed by HITRUST.

Binti supports Single Sign-On (SSO) of credentials, easing login and simplifying provision and deprovision accounts. SSO also enhances security by reducing the number of individual credentials that users have to maintain, and simplifies administration. Given the SAML IdP Target URL and SHA1 fingerprint of agencies' certificate parameters, Binti can add this for all workers managed under the client's identity and access management environment. Binti currently supports SSO for Los Angeles County and other large agencies. Additionally, if the user in question is in a privileged role, they must also authenticate via multi-factor authentication before proceeding. For Federation, Binti supports the SAML2 protocol.

For additional security, users are prohibited from changing their passwords from within their profile. Instead, they are allowed to request a password reset, and this spawns an email password reset link that requires the user to have access to their previously verified email Account. Binti locks accounts after 5 failed passwords attempts. Agency workers will be logged out after 12 hours of inactivity. Applicant users will be logged out after 2 weeks of inactivity.

Logging / Auditing Controls

Binti maintains internal logs in our database, as well as utilizing Google Cloud's Cloud Logging system to provide a backup, auditable, trail of access logs.

In addition, we maintain an hourly read-only backup of our databases that can be used for verification against our primary database.

Binti maintains all logs for the timeline of the service agreement

Incident Management

Binti runs enterprise-grade Security Information and Event Management (SIEM) software on all of the computers in our application environment. SIEM events are fed into a centralized and secure logging, monitoring, and alerting system. The Binti Security Team handles alerts generated by the SEIM system and triages them based on the Binti Security Operations Plan. This process results in the determination that a given event was either solved and documented or declared an incident.

In the event that a security incident is declared, Binti brings in a designated trusted advisor to assist with the investigation at that time. If any customer data were found to be affected, customers (or the appropriate organizations) would be notified at the appropriate time based on local requirements.

Agency Notification Process

Severity Level	Description	Examples	Agency Notification Options
Low or	Most issues fall under	Security incident	**Contact Methods**

Medium (Class 3)	this category. These do not require someone to be paged or woken up in the middle of the night	related to agency (not connected to the Binti portal). Suspicious email from an individual who is stating they are from "Binti" and you are unable to confirm.	• Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.
High (Class 2)	These are problems where an adversary or active exploitation hasn't been proven yet, and an attack may not have happened, but is likely to happen.	Malicious access of business data (e.g. passwords, payment information, vulnerability data, etc.)	**Contact Methods** • Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.
Critical (Class 1)	The attackers were successful, and something was lost.	Applicant, agency, or child information is exfiltration (removed) from the Binti portal by an unauthorized person/group.	**Contact Methods** • Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.

Binti's Internal Security Incident Response Procedures

Once we are notified of an incident, our Customer Support team will create an internal incident response ticket and then notify the Security team in a secure chat channel of the incident. The Security team then reviews the initial findings and classifies the initial severity of the incident.

After classifying the severity of the incident, the Security team provides notification of incident Class and SLA. We will provide at least two (2) notifications:

1. First Response: An acknowledgement that the incident notification has been received by the Security team with a timeline on when we plan on remediating the incident and marking it as resolved.
2. Resolution Response: Notification from the Security team what actions were performed to

resolve the incident. If the incident includes applicant data it **will not** include personally identifiable information (PII) or personal health information (PHI). It will only provide a high level description of what steps were taken to remediate the issue.

Additional emails may be set depending on the severity of the incident until the resolution and closure of the incident.

Notification to agency or applicant is provided depending on the Severity Level of the incident. These parameters are the following:

Severity Level	**Internal Triage Process**	**Target First Response Time (SLA)**	**Target Resolution Time (SLA)**
Low or Medium (Class 3)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure Security chat room. Security Engineer and Software Engineer is assigned to investigate. Acknowledgement of incident is sent to the notifier before and after resolution of incident.	72 hours	5-10 business days
High (Class 2)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure chat channel. Security Engineer and Software Engineer is assigned to investigate. A secure dedicated incident chat room is created to communicate and notify about incident statuses. Minimum of two (2) emails about the incident is sent to the notifier before and after resolution of incident. Communication from the agency's Account Management representative (by email or by phone/internal meeting) **may** be made to provide	4 hours or better	72 hours

	additional status updates.		
Critical (Class 1)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure chat channel. Security Engineer and Software Engineer is assigned to investigate. A secure dedicated incident chat room is created to communicate and notify about incident statuses. Minimum of two (2) emails about the incident is sent to the notifier before and after resolution of incident. Communication from the agency's Account Management representative (by email or by phone/conference call) **will** be made to provide additional status updates.	1 hour or better	24 hours

Vulnerability / Security Assessment

We perform vulnerability assessments on multiple levels throughout the Binti environment:

- Static analysis is run on all code prior to release.
- A dynamic web vulnerability assessment tool is run before releases.
- A network exploitation framework tool is run on the environment prior to release.
- A software version security tool is run against the product prior to release.

Host-based network and server vulnerability assessments are performed both by Binti's hosting provider, as well as by the Binti Security Team through automated portscans conducted every two (2) weeks.

We run static vulnerability scans automatically upon every proposed code change and block changes from being integrated until we resolve issues discovered by the static scan.

Binti technical staff and a third-party security consulting firm both perform independent application, systems, and network vulnerability scans. The most recent third party comprehensive audit was conducted in October 2020 and Binti is happy to share with customers the findings of the audit.

Binti's Security staff reviews the results of vulnerability assessments -- whether performed internally or by a third party -- within one week of test completion. We review any critical findings immediately.

We address vulnerabilities based on the severity of the issues discovered, with Criticals being addressed within 24 hours, Highs within 72 hours, Mediums within 2 business weeks, and Lows within 5-10 business days.

Application Security

Binti regularly tests the security of its environment through a combination of automated tools and practices.

- Regular network security assessments
- Regular application security vulnerability assessments
- Static code analysis before every integration and release
- Criticality-based remediation prioritization

A third-party security assessment may be arranged per client request.

Application Partitioning and Multi-Tenant

Binti employs database- and application-level constraints to guarantee that all data access and data integrity is mediated by comprehensive tenant-key checks in order to achieve strict isolation between customers. The same tenant keys also unlock Google Cloud Storage objects only for users with the appropriate tenant relationships.

Anti-virus / malware controls

Binti protects our infrastructure with an industry-leading web application firewall system for all traffic entering the application. This includes HTTP(S) inspection at the application level for common threats such as Cross-site scripting, SQL Injection, Cross-site Request Forgery, and other OWASP Top 10 attacks. All web servers live within isolated Virtual Private Cloud (VPC) networks that are highly segmented from other systems on the Internet and within the Binti infrastructure. Each Internet-facing Web server is protected by its own WAF. Each system within Binti is designed and enabled to run one and only one function within the infrastructure, and superfluous capabilities are disabled.

Intrusion detection: All data is hosted on Google Cloud, which states: "Our data centers are built with custom-designed servers, running our own operating system for security and performance. Google's 500+ security engineers, including some of the world's foremost experts, work around the clock to spot threats early and respond quickly. We get better as we learn from each incident, and even incentivize the security research community, with which we actively engage, to expose our systems' vulnerabilities." https://support.google.com/cloud/answer/6262505?hl=en.

Google makes use of multiple antivirus engines in Gmail, Drive, servers and workstations to help identify malware that may be missed by antivirus signatures, as detailed in their whitepaper here: https://cloud.google.com/security/overview/whitepaper

Additionally, the Binti product uses ClamAV to automatically scan any uploaded documents before committing them to our servers. In the case a virus is detected, the user is warned and the file is not added to the Binti servers.

Network Security

Binti protects our infrastructure with an industry-leading web application firewall system for all traffic entering the application. This includes HTTP(S) inspection at the application level for common threats such as Cross-site scripting, SQL Injection, Cross-site Request Forgery, and other OWASP Top 10 attacks.

All web servers live within isolated Virtual Private Cloud (VPC) networks that are highly segmented from other systems on the Internet and within the Binti infrastructure. Each Internet-facing Web server is protected by its own WAF. Each system within Binti is designed and enabled to run one and only one function within the infrastructure, and superfluous capabilities are disabled.

Database Security

Data Classification

All data that is part of the Binti infrastructure and technology stack is classified according to the following categories:

- Public
- Internal
- Sensitive
- Restricted

Each classification level has separate requirements for data protection within the Binti environment. All PII and PHI belonging to both children and families is classified as Restricted, and receives the associated set of controls associated with that classification level.

Binti distinguishes between ordinary private data and sensitive private data. All private data is subject to carefully-audited and rigorously-tested access control. We avoid storing sensitive data except when absolutely required. When we are required to store sensitive data, it is subject to an additional level of encryption-at-rest and additional access control mechanisms. Examples of sensitive data are Personal Identifying Information (PII) and Protected Health Information (PHI).

Data Backups and Retention

Binti backs up all data in the environment at least every 4 hours, and backups are rotated according to a daily, weekly, and monthly schedule. The scheduled backups are subject to automated monitoring and routine testing. Backups are stored in a minimum of two locations at all times.

Data retention is handled according to customer requirements, with data being purged within one week's time. In the event of an expungement event, data is removed within one business day.

All backups are stored using industry standard encryption and could not be restored by an attacker even in the event of a backup provider compromise.

Data Destruction

For data destruction, there are situations in which child or family data needs to be removed from the system, e.g., a court order requiring expunging of data for those who have left the system.

To accommodate these situations, a flag is present in the database to mark whether a given record needs to be expunged. Once this flag is set, those records are then removed from both production and existing backups using an automated process.

Data Integrity Requirements

Consistent with federal standards for CCWIS (i.e. 45 CFR 1355.52 (d)(5)), Binti has developed systems to support key aspects of data integrity and quality. Based on a framework of continuous quality improvement, Binti's data quality efforts will assist agencies in formulating and updating data plans for required federal biannual reviews. Accordingly, the Binti's Data Quality Plan is organized according to the key requirements outlined by the Children's Bureau, as outlined below.

Completeness, timeliness, and accuracy

Completeness

Binti's modules are developed via extensive research in multiple jurisdictions to understand the workflows of agencies, and what data fields are necessary or available at any given phase of the process. Responses are calibrated based on user research; some fields are optional, and others required, preventing users from moving on to the next screen until the necessary information is entered. Missing fields are automatically highlighted as necessary, with the recognition that caseworkers or applicants might not have all the information at the time that the data is entered. Ongoing usage and completion of data fields are monitored at the caseworker, supervisor, manager and agency level to promote accountability and allow for setting Continuous Quality Improvement (CQI) goals for complete data.

Timeliness

Binti is designed to be used real-time and in the field, helping caseworkers do their work, rather than simply be a system of record. All the data entered into Binti and becomes immediately available for reporting and access by agency staff. We track the timestamps of items entered (but allow for adjustment of timestamps in select cases) and calculate due dates of important forms and actions by caseworkers, surfacing these in a dashboard for each worker, supervisor and administrator. Timeliness of completion of various steps in the process, as well as completion of mandated datafields, are provided in built-in reports at the caseworker, supervisor and manager level, to allow for monitoring of timeliness and setting goals for improvement.

Accuracy
Via extensive user research, Binti's has identified fields with high need for accuracy and non-duplicative data, and these are reflected in our data model. Where possible, Binti employs quick-filling dropdowns for essential data fields, combining these with adjunct text fields to provide more detail. This ensures non-duplication of data and allows for high-level analytics. On an ongoing basis, Binti examines data fields for duplicates and accuracy, and systematically reviews which data elements require additional structure or dropdown menus.

Data is consistently and uniformly collected

Binti's modules have been designed from the ground up to promote consistent and uniform collection of data from agency staff as well as private agency staff with access to the system. Common forms and required data fields are collected and integrated into the module, with careful attention that data collected for licensing is consistent in format to data that must be integrated from other systems. Staff at public and private agencies then enter data consistently and the common forms and reports populate accurately. Additional forms and data fields may be added by private agencies, but none that conflict with common data fields or forms.

Binti's carefully constructed UI also promotes consistent application of data standards, by ensuring that key terms are applied universally and that complete, clear and mutually exclusive options are selectable from dropdown menus or checkboxes. Binti systematically monitors the consistency of data, and works with agencies to update and clarify options that are unclear or misused. Trainings and guides are created or updated to include instructions on the importance of data entry as needed.

Data is exchanged and maintained confidentially

As outlined elsewhere in this document, Binti employs state of the art security and is HIPAA compliant via Google Cloud. Binti is also designed with multiple access levels for different types of users, with each user only having access to the information that they need to know in order to complete their work. Access levels are configured for each jurisdiction to ensure maximal usability while preserving confidentiality of information. In the Licensing Module, for example, Licensing workers are granted access to Home Studies as part of their duties. Many jurisdictions do not want their case carrying child welfare staff to have access to Home Studies, however, since they may contain confidential information that is not relevant to the placement decision. Access to the

Home Study is therefore restricted for case carrying child welfare staff in those agencies. On an ongoing basis, Binti reviews access levels with agency staff to ensure that access remains accurate. Audit trails of all actions taken on a case are also created and monitored to ensure accountability.

Data is supportive of child welfare policies, goals and practices

All of Binti's modules are designed to support the federal outcome indicators related to safety, permanence and well-being. Binti's Licensing Module has also been a national leader in supporting quality practice in recruiting, approving and retaining high quality caregivers. Binti's existing functionality collects data never assembled before about prospective caregivers, foster parents and resource families, greatly enhancing the ability of agencies to monitor and improve their practice. Data on a wide range of demographics, location, preferences and characteristics of both prospective foster parents is collected and can be analyzed over time to inform recruitment and retention.

Built in reporting allows agencies to examine cohorts of applicants, youth or families over time to examine outcomes and inform Continuous Quality Improvement (CQI) efforts. Extensive mapping capability allows agency staff to easily analyze geographic patterns of youth in care, available and prospective placements, etc .

Data in all of Binti's dashboards is also sortable and filterable by multiple factors, enhancing the ability of the agency to conduct checks of data quality. Filtered data from the dashboards can also be instantly downloaded in .csv format, supporting custom reports for monitoring data quality.

Data is not created by default or inappropriately assigned

Binti's has carefully designed the data fields in the modules to avoid any default settings, and creates prompts on dashboards when data is missing or has not been completed. Missing data fields are typically signified in the UI using a "?" symbol or some other signifier of missing data. Data that is pre-populated based on earlier responses is editable only by users with appropriate levels of access. Binti also avoids duplicate data entry.

Data is implemented and maintained with automated functions

All of Binti's products include an array of automated functions to assist in maintaining high quality data and prompting users to complete data entry in a timely manner.

Examples include:

- Real-time automated drop down menus for fields (such as name fields) with high probability of duplicated or misplaced records. These provide information for the user to ensure they are accurately entering information and associating it with the correct person or data object.
- Built in visual cues and warning messages/prompts for missing or misconfigured data.
- Online videos and guides for users to instantly learn about proper data entry procedures.

- Integrated dashboards for applicants and staff that provide visual representations of missing data and due dates and allow them to use one click to address the areas that require additional data entry or other actions.
- Configurable email reminders for staff and applicants that automatically remind them when documents or requirements are due and allow them to access the necessary item in Binti by clicking on the email and securely logging in.
- Real-time reports on completion of online forms and data fields so that supervisors, managers and administrators can monitor progress and develop continuous quality improvement plans for data quality.

Server and infrastructure

Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are reviewed in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. All data is stored within the continental United States.

Binti is hosted exclusively in Virtual Private Clouds (VPCs) on Google Cloud Platform, which leads the industry in security and compliance and is regularly audited according to HIPAA/HITRUST, SOC2, and other compliance frameworks.More info on Google's Compliance can be found here: https://cloud.google.com/security

Wireless, Remote and Mobile Access

Binti staff members are required to use Multi-factor authentication (MFA) when authenticating to corporate information systems. Binti staff use only hardware and software that is certified in enterprise-grade security (including full disk encryption). Our corporate premises have been audited for physical security and feature a commercial-grade intrusion detection system.

Binti is also currently working to implement MFA across agencies. Agencies have the ability to add an unlimited number of staff or applicant user accounts within Binti. There are currently 10+ access levels for staff and contracted agency users, allowing individually tailored access to the system with different access rights. If additional access levels are needed, they can be created to meet the necessary specifications. Agency-specified levels of access can create and manage new users and within Binti and their access level.

Binti employs modern tools to manage user accounts and access, and allows for updating of information and password reset by users. Binti's system allows a user to request and reset an existing password, providing a new password via email notification with a one-time link to modify the password. Strong password requirements are integrated into this process. Two Factor Authentication can also be employed. Binti has successfully integrated with a variety of Single Sign On (SSO) systems with our existing customers.

As mentioned, MFA is required for any access to Binti's internal system - including our GCP environment and our Github Code Repository. In the near future, we will be enabling VPN across all sensitive infrastructure.

Transmission

Binti has an Application Programming Interface (API) that allows for bi-directional data flow and has been used to interface with other large data systems. Binti's API is HTTPS-based, speaks JSON and XML, and conforms to RESTful principles. The API supports WebHooks in order to easily support soft real-time bidirectional data synchronization between Binti and other systems. We generate authentication tokens on request which are unique for each user. The user can make an api request along with this authentication token.

Binti stores all customer data with industry-standard AES-256 block encryption in our Google Cloud Virtual Private Cloud (VPC), and transmits data exclusively with the industry-standard HTTPS (HTTP over TLS) protocol secured by an Extended Validation (EV) certificate with an RSA-2048 key and SHA-256 signature, enforcing HTTPS at the edge and at the application level, using HTTP Strict Transport Security (HSTS). At rest the credentials are stored on a volume encrypted with AES-256, and in transit the credentials are secured with TLS with a RSA-2048 key and SHA-256 signature. Binti securely stores all data within Google Cloud. Upon written request by the county, Binti can recursively destroy complete or specific data via custom written Ruby scripts.

Binti automatically does hourly backups to ensure that data is securely maintained on an on-going basis. Furthermore, Data can also be retrieved via CSV file or via our API at any time. Binti creates hourly data backups of the data within the platform, and can retrieve copies of previous data upon request. Binti's API can be employed to extract data from Binti at any intervals to a data archive. For example, Binti's API is currently configured to provide regular back-up data to local databases in Los Angeles County and other agencies.

Continuous Monitoring

Binti runs enterprise-grade Security Information and Event Management (SIEM) software on all of the servers in our application environment. SIEM events are fed into a centralized and secure logging, monitoring, and alerting system. The Binti Security Team handles alerts generated by the SIEM system and triages them based on the Binti Security Operations Plan. This process results in the determination that a given event was either solved and documented or declared an incident.

In the event that a security incident is declared, Binti brings in a designated trusted advisor to assist with the investigation at that time. If any customer data were found to be affected, customers (or the appropriate organizations) would be notified at the appropriate time based on local requirements.

Security Audit

Security testing is performed at least annually, and takes multiple forms: A full application vulnerability assessment, user access control auditing, and information security policy review. All security testing of this type is performed by industry-leading third-party vendors. Binti technical staff and a third-party security consulting firm both perform independent application, systems, and network vulnerability scans. The most recent third party comprehensive audit was conducted in October 2020 and Binti is happy to share with customers the findings of the audit.

Change / Configuration Management and Security Authorization

All systems in the environment are built using an approved configuration policy that includes authentication, access control, data storage, data encryption, and key management.

Binti employs industry-standard tools to automate configuration management in such a way that we can easily test configuration changes prior to production, rollback configuration changes to the last known-good state in case an issue develops, and track the history of configuration over time.

These configurations include security hardening of authentication, access control, data storage, encryption, key management, etc. These configuration options are regularly checked to ensure that all instances active in the environment are secure against intrusion.

Business Continuity

Binti Disaster Recovery Plan

The Binti Disaster Recovery Plan ("DRP") establishes procedures to recover Binti operations following a disruption resulting from a disaster. The types of disasters contemplated by this plan include natural disasters, political disturbances, man made disasters, external human threats, and internal malicious activities. This DRP is maintained by the security team.

Disaster Recovery Policies

Binti performs testing of the Disaster Recovery Plan annually. The security team is responsible for coordinating and conducting rehearsals of this Disaster Recovery Plan annually. This policy and plan must be updated at least annually with additional playbooks taking into account new risks of disasters learned through testing and reenactment of past disaster incidents.

Scope of Disaster Recovery Plan

This policy includes all resources and processes necessary for service and data recovery, and covers all information security aspects of business continuity management.

The following conditions must be met for this plan to be viable:

1. All equipment, software and data (or their backups/failovers) are available in some manner.
2. If an incident takes place at the organization's physical location, all resources involved in recovery efforts are able to be transferred to an alternate work site (such as their home office) to complete their duties.

This plan does not cover the following types of incidents:

1. Incidents that affect customers or partners but have no effect on Binti's systems. In this case, the customer must employ their own continuity processes to make sure that they can continue to interact with Binti systems.
2. Incidents that affect cloud infrastructure suppliers at the core infrastructure level, including but not limited to Google, Slack, and Google Cloud. The organization depends on such suppliers to employ their own continuity processes.

Notification List

In the event of a disaster, notify the people identified in the Binti line of succession.

Physical Premises Incident Response

In the event that Binti's headquarters at 1212 Broadway, Suite 200, Oakland, CA is functionally impaired, staff members will report to individually-designated off-site locations (at least one in the Bay Area and one beyond) that have been previously vetted for physical security and secure broadband access.

Binti maintains an asset registry of equipment like corporate laptops, and for each vital asset, maintains a replacement plan to procure and bootstrap a suitable substitute within 24 hours anywhere in the United States.

The Binti team's everyday operating workflow is designed not to depend on physical co-location of team members. Binti can operate our services with zero negative impact to our customers indefinitely during periods of physical distribution of the Binti team. We test our workflow and procedures by cycling employees through remote stints as well as with an annual drill during which Binti's headquarters is closed and employees report to their individual backup sites.

Binti performs annual fire and earthquake drills and compulsory trainings at our Oakland headquarters in order to ensure the well-being and safe and timely evacuation of our employees in the event of a fire or an earthquake.

Staff Incident Response

Binti's corporate organization is structured such that for every employee role there exists an alternate employee on the team that can substitute for the role in the event that an incident renders the primary employee unable to work. For particularly critical roles, Binti's plan includes two alternate team members (one of whom may be a contractor). A finite line of succession protocol is maintained in order to facilitate prompt action to resolve incidents affecting corporate officers and other key decision makers.

If the loss of the employee is determined to be long-term or permanent, Binti will use an accelerated recruitment plan to suitably fill the impacted role with a long-term replacement.

Binti's IT infrastructure and operational practices are designed to collect and exchange corporate knowledge in a secure central repository to further mitigate the impact of staff incidents.

Disaster Recovery Objectives

The objectives of this plan are the following:

- Identify the activities, resources, and procedures needed to carry out Binti's processing requirements during prolonged interruptions to normal operations.
- Identify and define the impact of interruptions to Binti's systems.
- Assign responsibilities to designated personnel and provide guidance for recovering Binti operations during prolonged periods of interruption to normal operations.
- Ensure coordination with other Binti staff who will participate in the contingency planning strategies.
- Ensure coordination with external points of contact and vendors who will participate in the contingency planning strategies. Please see Binti's critical contacts on Binti's Business Continuity Plan.

Defining Critical Systems and Services

From a disaster recovery perspective, Binti defines two categories of systems:

Non-Critical Systems

These are all systems not considered critical by the definition below. These systems, while they may affect the performance and overall security of Critical Systems, do not prevent Critical Systems from functioning and being accessed appropriately. Non-Critical Systems are restored at a lower priority than Critical Systems. Examples of Non-Critical Systems include analytics servers.

Critical Systems:

These systems host application servers and database servers or are required for the functioning of systems that host application servers and database servers. These systems, if unavailable, affect the integrity of data and must be restored, or have a process begun to restore them, immediately upon becoming unavailable.

The following services and technologies are considered to be critical for Binti business operations, and must immediately be restored (in priority order):

1. Production infrastructure
2. Transit infrastructure
3. Build and deployment infrastructure

General Disaster Recovery Plan

While specific playbooks are available for specific scenarios, there are overall rules of engagement whenever a disaster incident needs to be opened.

Notification Phase

This phase addresses the initial actions taken to detect and assess damage inflicted by a disruption to Binti. The notification sequence is listed below:

1. The first person to report the disaster should notify the security team lead.
2. The security team lead is to notify team members referenced above in the Notification List section.
3. Based on the damage assessment, if Binti will be unavailable to customers for more than 24 hours the security team lead will declare that a disaster has occurred and that the Disaster Recovery Procedure has been activated. The security team lead also has the discretion to activate the Disaster Recovery Procedure based on other criteria.
4. In the event customer data has been compromised, customers must be notified no later than 72 hours after the incident is reported.
5. Once the Disaster Recovery Procedure has been activated, the security team lead should notify relevant personnel and executive leadership on the general status of the incident. Notification can be conducted over chat, email or phone. The security team lead may also notify the Binti operations team if the disaster involves the Binti premises or is related to Binti employees.
6. If the Disaster Recovery Procedure has not been activated, the Recovery and Reconstitution phases will not be performed. Instead, the security team lead and necessary team members will perform all appropriate tasks under Binti's Incident Response Plan.
7. Either the security team lead or someone they select will document who was contacted and when, and will summarize each call.

Recovery Phase

This phase covers the recovery of the application at an alternate site. If the disaster involves both Critical Systems and Non-Critical Systems, the Binti security team may prioritize the recovery of Critical Systems and proceed to the Reconstitution Phase for the Critical Systems before Non-Critical Systems have completed the Recovery Phase. This phase consists of the following tasks, some of which can be run in parallel:

1. Assess damage to affected environments, prioritizing critical systems first. Document observations.
2. If possible, back up the affected environments in a forensically sound manner. Do not alter affected systems and applications in any manner.
3. Verify that previous backups of critical databases and systems recovery points are available before moving on to the Reconstitution Phase.

Reconstitution Phase

This phase consists of activities necessary for restoring Binti operations to the original operating state (or permanently move operations to the new site or state, if necessary). If the disaster involves both Critical Systems and Non-Critical Systems, the Binti security team may prioritize reconstituting the Critical Systems before beginning reconstitution of the Non-Critical Systems. This phase consists of the following tasks, some of which can be run in parallel:

1. Begin replication of new environment using previously confirmed backups using automated and previously tested scripts.
2. Binti utilizes multiple availability zones; however, if the primary region is unavailable replicated backups should be used to create a production environment in the failover region.
3. Test new environment using pre-written tests.
4. Test logging, security and alerting functionality.
5. Verify that systems are appropriately patched and up to date.
6. Deploy new environment to production.
7. Update DNS to new environment.

Forensics Phase

This phase consists of activities related to finding out the cause of the disaster, in cases where it is not immediately apparent. Upon the disaster incident being addressed, with customer data and Binti operating infrastructure recovered and restored, it is appropriate to start the Forensics Phase. This phase consists of the following tasks, some of which can be run in parallel:

1. Ensure all logs from all systems, applications and databases involved in the incident have maintained their integrity in the centralized log repository.
2. If some logs did not reach the central log repository, ensure that missing system, database and application logs are retrieved. Pay attention to time keeping and clock settings, so logs from different sources can be reconciled.
3. If applicable, transfer data to a log analyzer or test instance.
4. Target network, system, and user action logs for analysis. Analyse all logs manually or with tools, tests, and scripts that have already been previously tested.
5. Document all significant findings in the timeline.

Retrospective Phase

A retrospective of an event such as a disaster recovery incident allows for all parties to understand what happened in a clear and blame-free manner. A retrospective meeting should occur within 7 days after such an incident has occurred.

1. All relevant parties and system owners should be identified and invited to a retrospective meeting.
2. A draft agenda and disaster timeline should be sent to everyone before the retrospective meeting.
3. Retrospectives are best facilitated with an unbiased third party who was not involved with working the incident. The facilitator should ask questions of meeting participants to illuminate the severity, impact, and any follow-ups.
4. Document the retrospective meeting.
5. Produce an incident report from the retrospective agenda, timeline, and meeting notes.

Reenactment / Test Phase

Unanticipated disasters are unlikely to have documented steps for resolution. Once an unanticipated incident concludes, it should be reenacted to analyze and document how to better respond in the future. If applicable:

1. Run a simulation of the event, as understood by the retrospective meeting notes, timeline, and report. The simulation can be run with people involved or uninvolved with the disaster.
2. While running the simulation, a pre-assigned note taker should write down ideas to prevent and mitigate a similar event.
3. After the reenactment, a new and specific disaster recovery procedure should be created.

Customer Data

Binti replicates complete backups of customer data to multiple geographically-disparate Google Cloud datacenters located in the United States. Binti's system is currently engineered to a recovery point objective of 60 minutes.

In the event of a disaster affecting our primary datacenter, customer data will be safely recovered from a secondary datacenter. Binti performs automated tests of our data recovery procedure every month.

Service Availability

Binti maintains resources in a second geographically-disparate Google Cloud datacenter in order to promptly recover service in the event of a disaster. Binti's system is currently engineered to a recovery time objective of 120 minutes.

In the event of a disaster affecting our primary datacenter, Binti will prepare our secondary system with the latest backup data, perform sanity checks, and redirect customers from the primary system. Binti performs automated tests of our service availability recovery procedure every month.

For additional information see: https://cloud.google.com/security/.

Binti Security Policy Enforcement

Disciplinary Action

Employees who violate Binti security policies may face disciplinary consequences in proportion to their violation. Binti management will determine how serious an employee's offense is and take the appropriate action.

Responsibility

The Binti Security team is responsible for ensuring this plan is followed.

Order Form #2

Binti, Inc.
1111 Broadway Suite 300
Oakland, CA 94612

Order Form for:	Date Provided	Valid until
Mariposa County	05/31/2023	07/31/2023

Licensed Modules, Professional Services, and Fees

Licensed Module	**Fees**
Family Finding Licensed Module + 1,250 searches	$ 12,500*
Total	$12,500

*If Client exceeds the number of searches provided for in this Order Form, Client will be required to purchase additional searches in increments of 1,000. Fees for each 1,000 increment shall be $2,000 ("Surplus Search Fees") and they may not be prorated on a per search basis. Binti will invoice Client for the Surplus Search Fees on the first date that Client exceeds 1,000 searches and payment shall be due in accordance with the terms below. All searches must be used in the twelve (12) month period following the Order Start Date and they will not roll over into the following annual period and/or any Renewal Terms.

Billing Frequency: The Fees for the Initial Term shall be invoiced in advance for the Initial Term. The Fees for any Renewal Term shall be invoiced in advance of any Renewal Term.

Payment Terms: Net 30 from issuance of invoice (which shall not be issued until the "Family Finding Start Date" (as defined herein below))

Payment Method: Manual Invoice

Term: The Initial Term will commence on the date that Binti provisions the first user license for the Family Finding Module to Client ("Family Finding Start Date") and continue for a period of 12 months from the Family Finding Start Date ("Initial Term"). Thereafter, the Agreement will automatically renew for additional consecutive terms of 12 months (each, a "Renewal Term," together with the Initial Term, the "Term"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement. Initial Term pricing discounts and incentives do not apply to any Renewal Term.

This Order Form is subject to the manually or electronically signed Master Subscription and Services Agreement between the parties ("Agreement"), as amended by the First Amendment (below), and Binti's

standard Terms of Services found at https://binti.com/terms/ (for Client and Client's end users). Any and all terms and conditions (preprinted or otherwise and regardless of how referenced) found in any Client purchase orders, vendor registration forms or portals or similar documents shall be void and of no effect, unless otherwise set forth in this Order Form. Additional products or subscriptions added during the Term and future renewals will be subject to the same Agreement, unless modified in writing.

First Amendment

This First Amendment to the MASTER SUBSCRIPTION AND SERVICES AGREEMENT ("First Amendment") is entered into and made effective as of June __, 2023 ("Effective Date") by and between Binti, Inc. ("Binti") and Mariposa County ("Client").

WHEREAS, Client and Binti are parties to: (i) that certain MASTER SUBSCRIPTION AND SERVICES AGREEMENT dated on or about September 15th, 2021 ("Agreement"); and,

WHEREAS, Binti is developing a new Family Finding Licensed Module ("Family Finding") which will be made available to Client once ready for general release;

WHEREAS, Client desires to license Family Finding pursuant to Order Form #2 to the Agreement; and,

WHEREAS, the parties wish to modify the the Agreement in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **Definitions**. All capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the Agreement.

2. **Applicability**. The terms and conditions of this First Amendment apply to Family Finding. To the extent any terms and conditions of this First Amendment conflict with the terms of the Agreement, the terms and conditions of this First Amendment shall control with respect to Family Finding.

3. **Amendment**.

    a. Section 1(a) of the Agreement is hereby modified to read as follows:

    "Purpose. Binti has developed a Software-as-a-Service platform, as described at www.binti.com and as set forth in Exhibit C, Specifications attached hereto, which includes the individually licensable platform modules for Approvals, Case Management, Placements and Family Finding. Subject to the terms of this Agreement, Binti (i) grants Client access to the certain platform modules, as

indicated in the applicable Order Form(s) (the platform and modules will collectively be referred to as "Platform" and each module will be referred to as a "Licensed Module") and (ii) may provide certain professional services ("Professional Services"), as described in Exhibit B, Professional Services attached hereto.

b. The attached Exhibit C is hereby incorporated into the Agreement.

4. **Miscellaneous.** This First Amendment may for convenience, be signed in any number of counterparts, PDFs or facsimile copies with the same effect as if the signature to each such counterpart, PDF or facsimile copy were upon a single instrument. Signatures transmitted electronically by the parties (i.e., via e-mailed PDF) shall be effective to bind the parties. If any provision of this First Amendment is ever held to be illegal, invalid, void or unenforceable, then such term shall be deemed removed from this First Amendment, and the remaining provisions of this First Amendment shall remain in full force and effect. In the event of any conflict between any provision of the Agreement and this First Amendment, this First Amendment shall control. The parties acknowledge and agree that the Agreement, as amended by this First Amendment, constitutes the entire agreement between the parties and there are no other oral or written agreements between the parties with respect thereto. The Agreement, as amended by this First Amendment, may not be modified except by a writing signed by each of the parties hereto. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the Effective Date by their duly authorized representatives.

BINTI, INC.	**MARIPOSA COUNTY**
By: _____	By: _____
Print Name: Jamie Gray	Print Name: Miles Menetrey
Title: Assistant Secretary	Title: Chair, Board of Supervisors
Date: _____	Date: _____

EXHIBIT C
SPECIFICATIONS

This Exhibit C defines the specifications of each Licensed Module and Binti's public Application Programing Interface ("API"). Only the Licensed Module(s) specified on the Order Form (usually Page 1 of the Agreement) of this document are licensed to the Client.

The Licensing Module includes the following:

A. Licensure and Relicensure Templates: The Applicant Portal and Client Staff Dashboard outlined in Sections B and C below consist of features for two templates (constituting a single "Track"): the initial foster parent application (before someone is licensed/approved for the first time) and the renewal application (for ongoing maintenance of an active foster parent license and re-licensure requirements). Each template consists of a unique set of forms (both applicant and agency worker forms) and training. Additional templates requested by Client may be developed at an additional fee, as set forth in an applicable Order Form, if any.
B. Applicant Portal: The Applicant Portal includes:
    a. Applicant form completion functionality ("Applicant Form"): Foster Family applicants will be able to complete specific application forms (up to 60 forms) required by Client. As an applicant completes an online form, their answers are mapped to the appropriate places on Client's PDFs
        i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that same question is asked
        ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information
    b. Supporting document completion functionality ("Supporting Documentation"): Applicants can upload supporting documents required by Client, such as proof of identification, income verification, etc. All supporting documents can be configured to require an expiration date, which is then tracked on the Client staff dashboard
    c. Electronic Signatures ("BintiSign"): Both Applicants and Client Staff will be able to electronically sign forms and other indicated documents, including those that are to be signed by both parties (Applicant and Client Staff)
    d. Applicant Training Completion ("Training Tracking"): Applicants can watch embedded training and/or orientation information within the Applicant Portal, including the ability to complete a "quiz" or enter a passcode to confirm understanding before moving onto the next stage of the process
    e. References ("References") and other adults ("Other Adults"): Applicants can list other adults in the home and references' names and emails, and the software will email them to complete their portions of the process in Binti.
        i. Other Adults: Other Adults have their own Binti portal access in which they can complete the requirements specific to them, such as background check clearance forms or uploading proof of identification (this is specific to each agency).
        ii. References: References will be able to click the link from the automated email they receive and complete and e-sign an online reference form (the reference form itself is specific to each agency)
    f. Personal Information/Ethnicity: Within the Applicant Portal, Applicants can enter/update their personal information, such as ethnicity, tribal membership, and preferred language. While Client's

Applicant Forms or Agency Forms may also gather this information, this information is separately gathered in Binti.

g. Spanish Language Support: Hosting of the Applicant Portal in both English and Spanish, provided that Client provides Spanish-translated forms and documents for inclusion in the Applicant Portal. Provision of the Applicant Portal in additional languages (beyond English and Spanish) may be available at an additional cost to Client.
h. Email Reminders: Automated email reminders to applicants reminding them to complete the applicable steps in the process.
i. Configurability: For the Licensure and Recertification Tracks the following items are configurable by Client (subject to Binti's prior approval): Applicant Forms, Supporting Documentation, BintiSign, Applicant Training Completion, Affiliated Persons, Personal Information, and Spanish Applicant Portal, and cadence of renewal reminder emails. Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B attached to the original Agreement.
    i. Spanish Applicant Portal: The entire Applicant Portal can be offered in Spanish for Applicants to use if Client provides Binti with the designated application forms in Spanish. Where Client provides English forms for translation, translation work shall be subject to an additional cost and is subject to Binti's available resources.
j. Where Client requires or requests tracks separate from or additional to the Licensure and Recertification Tracks, those may be available at an additional cost to Client, as described in Section A.

C. Client Staff Dashboard: For both the Licensure and Recertification Tracks, the following dashboard features are available to Client:
    a. Dashboard View: As Applicants complete the forms in the Applicant Portal, the Application dashboard will display the percentage completion of applicant forms and supporting documents, completion of background checks and training hours, percentage completion of agency forms (completed by Client staff), and number of days since Application signed.
    b. Dashboard view by status: Client Staff will be able to view both current/active and inactive applicants in separate tabs divided by status across the dashboard: Recruiting, Applying, In Renewal Process, Inactive, Dropped Out, Withdrawn, Denied, and Closed.
    c. Agency Form Completion: Client staff will be able to complete forms within the dashboard (similar to the Applicant Portal), such as the home study evaluation. As Client staff completes an online form, their answers are mapped to the appropriate place on Client's PDFs. Like the Applicant Form, these forms can also be electronically signed (by one or both parties).
        i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that question is asked
        ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information
    d. Background Checks: Client staff can indicate status/completion of applicant background checks, which are listed in the dashboard where Client so requires (i.e. DOJ requested, Adam Walsh, etc.)
    e. Trainings: Client staff can indicate completion (or waive, as applicable) specific trainings per applicant, per the Client's training requirements. Custom trainings (specific to certain individual(s)) can also be logged by Client staff.
    f. Complaints: Client staff can log specific complaints about applicant(s), with dropdowns for complaint type and more detailed information about the allegation.
    g. Case Notes: Caseworkers can record case notes for a given family, including note, date and type of case note.
    h. Reporting: Client Staff can generate the following reports in the dashboard:

i. Case Loads Report: Shows case loads of each worker broken down by initial applications, renewals coming in next 60 days, and renewals coming up in more than 60 days
ii. Recruiting Progress Report: Shows the cohort of applicants that made an inquiry with Client in a certain month, and in what status those applicants are during the time of the report
iii. Days Since Placement Report: shows all cases categorized by whether there is an emergency (pre-licensure) placement in the home and how long the child has been there
iv. Family Map: shows applicant families as pins on a map, with filter capability by applicant status
v. Status Change Reason: Graph based on reasons applicants have dropped out of the process
vi. Time to Approval Report: shows the amount of time it takes each family to be approved so that you can see trends over time as well as outliers

i. Configurability: For the Licensure and Recertification Tracks, the Agency Forms, BintiSign, Training Tracking, and Background Checks, are configurable by Client (subject to Binti's prior approval). Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B.

The Placements Module includes the following:

A. Client Staff Placement Dashboard ("Placement Dashboard"): Client staff will be able to access/manage families available to take placement(s) ("Family Placements"), access/manage children/youth awaiting placement or in care ("Intake Child"), and access/manage placement searches for specific children or sets of siblings:
   a. Family Placements: Staff will be able to see Family Placements and their availability and capacity as well as basic characteristics/preferences related to a potential placement in their home
      i. Relative Placement Information: The Placements Dashboard shows county/community families and has a separate tab for relative families. The relative families tab also includes families that are still within the licensing process (clearly labeled) in the case that a pre-approval/emergency placement with a relative is needed.
      ii. Complaints and Licensing Information: the Placements Dashboard highlights any overdue renewals or trainings, as well as any open/outstanding Complaints against this family (pulled from Licensing Module)
      iii. Hold Functionality: Complaints (logged within the Licensing Module) are viewable in the Placement Dashboard and where staff determine that a placement should be placed on hold, they can so indicate in the Placement Dashboard, along with a note about whether the hold is voluntary and if there is an end date applicable to the hold.
      iv. Dashboard Filters: Staff have the ability to filter Approved Families based on capacity, availability, location, preferences and specific attributes (e.g., emergency placement, medically trained, respite provider).
      v. Map View: The ability to view Approved Families on a map, with the option to view within county boundary lines.

B. Child/Youth Referral Tracking: Client staff can input information about Intake Children directly into Binti, indicating basic demographic information, school information, and strengths/placement recommendations. Siblings can also be directly connected in the system by entering the name of a child already within Binti (if not entered, first sibling can be entered and then additional siblings can then be added/connected).

a. All children/youth can be viewed on the Children/Youth dashboard, displayed by status (awaiting placement, in care, and permanency/non-permanency exits). Client Staff can see whether a child is currently placed and name of current placement, as well as whether there's currently an in-progress placement search
b. Track placement of Intake Children with placements and number of Intake Children not placed.
c. Record when a child no longer needs a placement, the placement close date, and the reason the placement is no longer needed.

C. Search Functions Based on Child Characteristics and Needs ("View Matching Families"): On the View Matching Families dashboard:
    a. Filter and view Family Placements that could be a match for each child or sibling set based on the child characteristics and the families' location and preferences (including both county/community and relative families, as applicable).
        i. View these Family Placements either via list view or via Map View- the Map View shows pins for each Family Placement as well as separate pin/"graduation cap" for the child's community of origin and school location.
    b. Record Placement Contact and Calling Logs: Client Staff can send bulk emails with standard placement availability messages directly from Binti, and record individual reach-outs (such as phone calls) and Family Placements' responses. All calls made to a Family Placement and the child/youth called on behalf of, as well as date and response can be viewed in a call log by Family Placement or by Child/Youth.

The Family Finding Module includes the following:

A. Workers within an agency will be able to identify, contact, and engage with a child's relatives and fictive kin in order to make informed placement decisions and to build the largest support network possible for each child.

Features across all Licensed Modules:

A. Unlimited number of Client users
    - Subject to the terms of the Agreement, Client may set up an unlimited number of applicant and admin user accounts
    - Client may establish multiple levels of permissions/ access available, including agency admins, caseworkers, trainers, case carrying workers, placements workers, eligibility workers, and clerical workers.

B. Module Access
    - All users (including applicants, Affiliated Persons, and Client staff) can access each Licensed Module from any secure computer, tablet or mobile device with access to a modern browser using username and password, or SSO (if enabled by Client)

API access includes the following:

- Binti's Application Programming Interface (API) is available to agencies as a method to programmatically connect systems for performing a secure data exchange. The Binti API provides access to agency data as defined by the core Binti data model.

- Binti has specific endpoints within our API available for data integration, as described here: https://family.binti.com/api-docs/index.html. Technical documentation is available upon request to provide additional information.
- Any additional set-up/configuration with regards to Binti's API (if any) for Client shall be discussed and agreed upon by both parties, and then would be described in Exhibit B (Professional Services)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-463

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve Budget Action Increasing Revenue and Appropriations in the Planning Budget to Construct and Install the Gateway Elements and Murals for the Mariposa Gateway Enhancement Project ($797,608) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the Planning Budget to Construct and Install the Gateway Elements and Murals for the Mariposa Gateway Enhancement Project ($797,608) (4/5ths Vote Required)

In Spring 2022, the Planning Department was awarded $1,000,000 from Cal Trans for the design and installation of murals and gateway elements in Mariposa for the Mariposa Gateway Enhancement Project. In August, part of the total amount was released to fund the design of the art features and community engagement. This budget action is to release the remaining funds to support the construction and installation of the murals and gateway elements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2023-28: Accept Funding from the Clean California Grant Program and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget in Order to Implement the Grant ($150,000)
RES-2022-459: Adopt a Resolution Authorizing the Board of Supervisors Chair to Sign the Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Planning Director to Sign Subsequent Agreements Related to Project Implementation Activities (Subject to Approval as to Legal Form by County Counsel)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department will not have the funds necessary to complete the Mariposa Gateway Enhancement Project.

FINANCIAL IMPACT

Revision- Budget Amount of $797,608.00, Fund 5540, Department 249, Accounts 45547, 70331, and 60302. See attached budget action form for detail.

ATTACHMENTS

1. **Budget Action Form**
2. **Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5540	249	45547	One Time State Grants		($797,608)	
5540	249	70331	Other Infrastructure		$636,756	
5540	249	60302	Design, Architectural, Engineering		$160,852	
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION:

The county will be getting grant reimbursement.

DEPARTMENT HEAD Steven J. Engler DATE 8/2/2023

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

TRANSPORTATION ART AGREEMENT

Clean California Beautification Fund Contribution

This AGREEMENT, effective on Aug 10, 2022, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mariposa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Section 114.

2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds (FUNDS) towards beautifying and cleaning up state highways and eligible projects towards that goal.

3. Transportation Art includes graphic or sculptural artwork, either freestanding or placed upon a required engineered transportation feature located on CALTRANS' right-of-way (such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving) that expresses unique attributes of a community's history, resources, or character.

4. CALTRANS intends to provide funding to COUNTY, and COUNTY agrees to procure artist(s), administer artist contracts, provide and install the Transportation Art *plan, coordinate and install two (2) Gateway Monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, three (3) murals are proposed to be implemented one (1) on SR 140/5th Street and the other two (2) on SR 140/11th Street, along with a landscaped portlet on SR 140 within the town limits,* hereinafter referred to as PROJECT.

1. CALTRANS and COUNTY are also entering into agreement 10-0546 regarding the beautification aspects of this project. Cooperative Agreement 10-0546 outlines roles and responsibilities for the remaining aspects of this Clean California Beautification Project, which includes the planning, coordination and installation of Gateway monuments, portlet, and murals within the Mariposa Town Limits.

2.

3. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

4. COUNTY shall obtain an encroachment permit from CALTRANS prior to the commencement of any PROJECT work within CALTRANS' right-of-way.

5. COUNTY will follow the CALTRANS encroachment permit requirements for any and all PROJECT work within CALTRANS' right-of-way, including by not limited to, installation of artwork.

6. CALTRANS will pay COUNTY an amount not to exceed $150,000 from FUNDS required for PROJECT.

7. CALTRANS and COUNTY hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

SCOPE

8. COUNTY is responsible for completing all work for PROJECT.

9. COUNTY shall adhere to the CALTRANS' Transportation Art requirements as set forth in CALTRANS' Project Development Procedures Manual (PDPM), Chapter 29, Section 9, Transportation Art and CALTRANS' Transportation Art website at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. This includes, but is not limited to, submittal of a Transportation Art Proposal (TAP) to CALTRANS, execution of an Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork Agreement (Caltrans Copyright Assignment, CCA), and Project Specific Maintenance Agreement (PSMA).

10. COUNTY agrees that before commencing any PROJECT work on CALTRANS right-of-way, LOCAL AGENCY and CALTRANS will enter into a PSMA for maintenance of the PROJECT. PARTIES agree that no encroachment permit(s) will be issued by CALTRANS for PROJECT until the PSMA is fully executed.

INVOICE & PAYMENT

11. COUNTY will invoice, no more frequently than monthly, and CALTRANS will reimburse for actual costs incurred and paid towards PROJECT.

12. CALTRANS will pay COUNTY within 45 (forty-five) calendar days of receipt of invoices.

13. CALTRANS and COUNTY agree that the total amount of FUNDS paid out to COUNTY will not exceed $ 150,000.

14. After CALTRANS and COUNTY agree that all work for PROJECT is complete, COUNTY will submit a final accounting for all costs. Based on the final accounting, COUNTY will refund or invoice as necessary in order to satisfy the financial commitment of AGREEMENT.

GENERAL CONDITIONS

15. All portions of this AGREEMENT, including the Recitals section, are enforceable.

16. All obligations of CALTRANS under the terms of AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

17. If COUNTY fails to complete the PROJECT for any reason, COUNTY shall, at [COUNTY]'s expense, return CALTRANS right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If COUNTY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill COUNTY for all expenses incurred and COUNTY agrees to pay said bill within forty-five (45) days of receipt.

18. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

19. If HM-1 or HM-2 is found during PROJECT work, COUNTY will immediately notify CALTRANS.

20. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing CALTRANS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing CALTRANS right-of-way.

21. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing CALTRANS right-of-way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    [COUNTY], independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing CALTRANS right-of-way.

22. COUNTY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

23. HM-2 MANAGEMENT costs are PROJECT costs.

24. CALTRANS and COUNTY will enter into a PSMA before PROJECT work is performed within CALTRANS right-of-way. COUNTY understands and acknowledges the terms of the PSMA will include, but are not limited to, COUNTY shall be responsible for all regular and emergency maintenance, repair, and replacement of the PROJECT at the LOCAL AGENCY's expense for as long as the artwork remains in place. A sample template PSMA is attached as EXHIBIT (A).

25. The PSMA will include indemnification provisions for anything done or omitted to be done by COUNTY under or in connection with PROJECT.

26. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description, brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under AGREEMENT.

27. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, claims based on (1) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (2) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (3) 17 U.S.C. § 113, (4) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (5) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under AGREEMENT.

28. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

    COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY contracts.

29. AGREEMENT is intended to be CALTRANS' and COUNTY's final expression and supersedes all prior oral understandings pertaining to PROJECT, with the exception of the required agreements to complete CALTRANS' Transportation Art process as discussed herein. The required agreements include, but are not limited to, the TAP, CCA, and PSMA.

30. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

CALTRANS and COUNTY will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

Contact Information

CALTRANS

Sam Sherman, Project Manager

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA 95205

Office Phone: (209) 482-2575

Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner

5100 Bullion Street

Mariposa, CA 95338

Office Phone: (209) 742-1222

Email: mgoralnik@mariposacounty.org

SIGNATURES

CALTRANS and COUNTY are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS and COUNTY acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dennis T. Agar

Dennis T. Agar
District Director

Verification of funds and authority:

M. Ishaya

Michelle Ishaya
District Budget Manager

Certified as to financial terms and policies:

Nadine Karavan

Nadine Karavan
HQ Accounting Supervisor

MARIPOSA COUNTY

Rosemarie Smallcombe
Rosemarie Smallcombe (Aug 9, 2022 22:15 PDT)

Rosemarie Smallcombe
Mariposa County Board of Supervisor Chair

Approved as to form and procedure:

Steven W. Dahlem
Steven W. Dahlem (Aug 10, 2022 08:20 PDT)

Steve Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-2

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Ratify Grant Agreement G23-PBES-21 in the Amount of $30,000 with the California Air Resources Board (CARB) to Continue to Maintain the Prescribed Burn Air Monitoring Equipment Cache at the Mariposa County Fire Department Headquarters

---

RECOMMENDATION AND JUSTIFICATION

Ratify Grant Agreement G23-PBES-21 in the Amount of $30,000 with the California Air Resources Board (CARB) to Continue to Maintain the Prescribed Burn Air Monitoring Equipment Cache at the Mariposa County Fire Department Headquarters.

This grant is intended to provide resources to air quality management districts and air pollution control districts to create and maintain equipment storage caches for air monitoring equipment which will be used to measure emissions from prescribed fires. The agreement will involve storage and maintenance of the cache facility, training on
cache use and procedures, and facilitating accessibility of equipment when required by an event. This includes being responsible for the management and maintenance of the cache facility, updating the cache database on a timely basis to reflect current resource status, notifying CARB when equipment and supplies in the cache are damaged, becoming depleted or in need of replenishment, coordinating delivery or shipment of instruments with CARB to other cache locations and air districts when requested, and generating status, progress and reimbursement reports associated with the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Air Pollution Control District has maintained a cache of five deployable/portable Environmental Beta-Attenuated Mass (EBAM) air pollution monitors since 2019. This was done in cooperation with CARB to provide a readily accessible cache of monitors for the region.

This was funded through the initial grant, G18-PBES-01, which was approved by the Air Pollution Control District Board at that time.

The cache since that time has been used to monitor both wildland and prescribed fires in the region.

The Environmental Health team meets with the CARB staff to maintain proficiency on the monitors and their maintenance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Decline the funding and loose a regional capability to monitor the smoke impacts from both wildland and prescribed fire.

FINANCIAL IMPACT

This does not have an impact on the General Fund

ATTACHMENTS

1. **Grant Agreement Cover Sheet - Signed G23-PBES-01**
2. **G23-PBES-01 For Legal Signature**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G23-PBES-01

NAME OF GRANT PROGRAM	
Prescribed Burn Air Monitoring Equipment Cache Storage Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $30,000.00
START DATE: April 1, 2023	END DATE: June 30, 2025

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions
Exhibit A, Attachment I – Work Tasks and Project Elements
Exhibit B – Work Statement
Exhibit B, Attachment I – Budget Summary
Exhibit B, Attachment II – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Eric Sergienko ALO	DATE 2/24/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) P.O. Box 5, Mariposa CA 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$30,000.00	3510000D32			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0	FUND TITLE General Fund			FUND NO. 0001
TOTAL AMOUNT ENCUMBERED TO DATE $30,000.00	(OPTIONAL USE)		CHAPTER	STATUTE 2022

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39005100	50017	2022/2023

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
Ian Cecere	03/16/2023

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

1. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Air Monitoring Equipment Cache Storage Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.

CALIFORNIA
AIR RESOURCES BOARD

2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS

Project Title: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Grant Funding Amount: **$30,000**

This grant is intended to provide resources to air quality management districts and air pollution control districts to create and maintain equipment storage caches for air monitoring equipment which will be used to measure emissions from prescribed fires. The agreement will involve storage and maintenance of the cache facility, training on cache use and procedures, and facilitating accessibility of equipment when required by an event. This includes being responsible for the management and maintenance of the cache facility, updating the cache database on a timely basis to reflect current resource status, notifying CARB when equipment and supplies in the cache are damaged, becoming depleted or in need of replenishment, coordinating delivery or shipment of instruments with CARB to other cache locations and air districts when requested, and generating status, progress and reimbursement reports associated with the program.

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to the Mariposa County Air Pollution Control District

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G23-PBES-01

NAME OF GRANT PROGRAM	
Prescribed Burn Air Monitoring Equipment Cache Storage Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $30,000.00
START DATE: April 1, 2023	END DATE: June 30, 2025

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California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) P.O. Box 5, Mariposa CA 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$30,000.00	3510000D32		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND NO.
$0	General Fund		0001
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$30,000.00			2022

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39005100	50017	2022/2023

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
Ian Cecere	03/16/2023

EXHIBIT A

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2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS

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C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to the Mariposa County Air Pollution Control District

(hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.

2. The CARB Project Liaison is Megan Gilles. Correspondence regarding this project must be directed to:

Megan Gilles, Air Pollution Specialist
Incident Air Monitoring Section
Community Air Monitoring Branch
California Air Resources Board
1927 13th Street
Sacramento CA 95811

3. The Grantee Liaison is Kerri Gibbons. Correspondence regarding this project must be directed to:

Kerri Gibbons, Deputy Air Pollution Control Officer
Mariposa County Air Pollution Control District
P.O. Box 5
Mariposa, CA 95338

D. GOVERNING BOARD APPROVAL

Prior to commencement of work or any expenditure of funds under this Grant Agreement, the Grantee shall submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to CARB for their review and approval. The draft Final Report must be submitted to CARB no later than March 31, 2025. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than May 31, 2025.

3. The Grantee must submit a Final Report to CARB for their review and approval. The Final Report must be submitted to CARB within thirty (30) days of project completion but no later than May 31, 2025.

4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. CARB is responsible for the following:

a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

b. Reviewing and approving elements developed by the Grantee, such as the Progress Reports, the draft Final Report, and the Final Report;

c. Providing project oversight and accountability (in conjunction with the Grantee);

d. Ensuring compliance with the applicable requirements of this Grant Agreement;

e. Maintenance and servicing of equipment and resources and providing training and technical support as needed; and

f. All outgoing and incoming delivery shipment costs of equipment and accessories to and from each cache location and communicating logistics with the cache manager.

2. The Grantee is responsible for the following:

a. Participating in a project kick-off meeting or conference call;

b. Ensuring that all project tasks are completed during the period of this Grant Agreement;

c. Apprising the CARB project liaison of any delays in implementing the scope of work below;

d. Purchasing materials and equipment to manage Cache resources including

but not limited to: consumables like cleaning supplies, durable goods like hand tools and extension cords, operational supplies like a work bench, and administrative supplies;

e. Overseeing the project budget and funds; and

f. Submitting quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work includes the following tasks and project elements described in Exhibit A, Attachment I.

4. Project Kick-off and Ongoing Coordination

Grantee will participate in a kickoff meeting with CARB. This meeting will take place at the onset of the Grant Agreement, and will cover expectations throughout the period of the Grant.

5. Progress Reports

The Grantee must submit quarterly Progress Reports to the CARB Project Liaison.

6. Final Report

The Grantee must submit a draft Final Report by March 31, 2025, and a Final Report by May 31, 2025 to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

a. Accounting summary of funds expended;

b. Summary of work completed; and

c. Narrative of how the milestones have been met.

G. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to **$30,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written and executed Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment I. The sum of all Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

    i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.

ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.

iii. Submits a spending plan to CARB for review prior to receiving the advance payment.

iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.

v. CARB shall consider the available fund balance when determining the amount of the advance payment.

vi. Reports to CARB any material changes to the spending plan within 30 days.

vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant Disbursement Form that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

   Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.

g. CARB may provide an advance of the direct project costs of the grant if the Grantee's program has limited reserves or potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. CARB will withhold payment of ten (10) percent of the Grant's value, by advance pay or reimbursement payments until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds when the final Report is approved by CARB.

k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section F.2. of this grant agreement.

l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) calendar days following the end date of this Grant Agreement term on June 30, 2025 or the reversion date of the appropriation whichever comes first. If the Grant Agreement is terminated early for any reason, Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days of the termination date.

3. Grant Disbursements

a. All disbursements from the total Grant award, including both advance payments and grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms.

b. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

c. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a copy to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

4. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section L, General Grant Provisions.

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project and administration funds, including the following:

   i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

   ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

   iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

   iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

   v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.

c. The above documentation must be provided to CARB in the Final Report.

H. PROJECT MONITORING

1. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to quarterly Progress Reports submitted, the Grantee must coordinate with the CARB Project Liaison to provide information that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended. As specified in Sections F.5 and F.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

5. In the event that CARB determines that recouping grant funds is necessary due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Grantee or it's subgrantees or subcontractors, Grantee agrees to return all grant funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.

K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

L. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

2. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter

referred to as sub awardees) under this Grant, as specified in Exhibit A (collectively, the "Work"), to comply with Web Content Accessibility Guidelines 2.0 levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements") For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the prior written consent of CARB in the form of a formal fully executed written amendment.

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

5. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed,

unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of theState to audit records and interview staff in any Grant or Contract related to performance of this Agreement.

6. **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.

7. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.

8. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9. **Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by the California Public Records Act (California Government Code Section 7920.000 et seq), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

10. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

11. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

12. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal laws.

13. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

14. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

15. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing

sovereign immunity solely for the purposes of CARB's enforcement of this Grant Agreement.

16. **Grantee's responsibility for work:** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors or subgrantees. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant, including, but not limited to, payment disputes with contractors, subcontractors, subgrantees, employees, agents, affiliates, suppliers and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties.

17. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, and expenses, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of, resulting from or related to any actions or inactions Grantee or any of its contractors, subcontractors, subgrantees, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified or used with Grant funds. State shall give Grantee prompt written notice of any claim for which indemnification is sought, but failure to give such notice will not abrogate or diminish Grantee's indemnification obligations hereunder except to the extent the failure to notify materially prejudices Grantee's ability to defend or settle the claim. Grantee shall have the right to select legal counsel to represent the indemnified parties and to otherwise control the defense and settlement of the claim, but State shall have the right to participate in the defense of the claim at its own cost and expense. State shall provide such reasonable cooperation and assistance as Grantee may request, at Grantee's expense.

18. **Independent Contractor:** The Grantee, and its sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

19. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns, shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability ,

mental disability, genetic information, sexual orientation, sex, gender, gender identity, gender expression, veteran or military status, medical condition, (including HIV and AIDS) marital status, age (over 40) nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall ensure that the evaluation and treatment of all employees and applicants for employment are free from and not subject to such discrimination and harassment. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall give written notice of their, its, his, her obligations under this clause to labor organizations with which theyre exists a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, agreements, and subcontracts to perform work under this Grant Agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

20. **No third-party rights:** This Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

21. **Ownership:** All information, data, documents, intellectual property, including but not limited to webpages received, managed or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.

22. **Personally identifiable information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et. Seq. and other relevant State of Federal statutes and regulations. The Grantee shall safeguard all such information or data which

comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data.

23. **Prevailing wages and labor compliance:** Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.

24. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.

25. **Russian Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts or grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions.

    The Grantee represents by signing this Agreement that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Grantee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Grantee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Agreement, at the sole discretion of CARB.

    For contracts or grants with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
c. Direct support to the government and people of Ukraine

26. Severability: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

27. Survival: Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of this Grant Agreement, shall so survive, including but not limited to the general provisions.

28. Termination: CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.

29. Timeliness: Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

30. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

31. Order of precedence: In the event of any inconsistency between the article, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet

b. Exhibit A – Grant Provisions

c. Exhibit B – Work Statement

d. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

EXHIBIT A, ATTACHMENT I

Work Tasks and Project Elements

A. Grantee will participate in a project kickoff meeting with CARB. The kickoff meeting is intended to be held in April 2023.

B. Grantee will coordinate with the CARB Project Liaison on identifying cache locations to store, manage and facilitate access to air quality monitoring equipment when required by an event, and oversee the cache centers to ensure adequate equipment and supplies are available for users, and assist users accessing resources from the cache. Funding for the management of these resources is covered under this grant. For each equipment cache, grantee is responsible for the following:

1. General

The cache location should be maintained as a safe work environment, free from serious recognized hazards and comply with standards, rules and regulations including:

a. Maintaining safe storage of equipment;

b. Maintaining safe working spaces with accessible electrical power;

c. Immediately reporting any damage to the instrument during storage to the CARB Project Liaison;

d. Ensuring the equipment is used only for intended purposes; and

e. Maintaining a clean and organized equipment cache storage facility.

2. Equipment and Cache Dimensions

Each cache location is required to have sufficient space to store the equipment, access to electrical outlets, and have enough space to allow for movement of resources. The number and type of equipment or accessory is described below, along with total dimensions of required footprint.

a. The total footprint to store the following equipment is 400 square feet, which includes an 80 square foot area for movement of equipment.

b. 10x EBAMs housed in protective deployment cases: (25L” x 18W” x 32H” space per piece of equipment required).

c. 10x data transmitters housed in protective deployment cases: (21L” x 13W” x 32H” space per piece of equipment required).

d. 10x tripod stands: (66L” x 8W” x 6H” space per piece of equipment required).

e. 10x 100 foot/12 gauge extension cords: (48L” x 4H” space per piece of equipment required).

f. 2x DeltaCal calibrators housed in protective deployment cases: (17L” x 7W” x 7H” total space per piece of equipment required).

g. Equipment, tools and cleaning supplies: (17L” x 7W” x 12H” total space required).

h. Access to electrical power outlets.

i. If space is available, CARB reserves the right to store additional research equipment in the cache.

3. Cache Management

The cache manager is responsible for maintaining the inventory of equipment and supplies in the cache and for providing access to the cache through direct cache location entry or through shipping and receiving mechanisms coordinated through the CARB Project Liaison. The Cache Manager will:

a. Be responsible for cache, management and maintenance of cache facility;

b. Assess site safety and security and maintain general safety and integrity of facility or site;

c. Ensure there is organized and adequate storage of equipment;

d. Ensure that all equipment is present, contact the CARB Project Liaison or prior user if components and/or equipment are missing;

e. Notify the CARB Project Liaison when equipment in cache is becoming depleted and/or requires repair;

f. Inform the CARB Project Liaison of any supplies and/or materials which need replenishment;

g. Update cache database on a timely basis to reflect current resource status;

h. Arrange delivery, receiving and/or shipment of instruments to other caches and air districts when requested through coordination with the CARB Project Liaison;

i. Arrange packaging and shipment of equipment to and from CARB when necessary/requested; and

j. Coordinate scheduling of periodic visits to the cache center with the CARB Project Liaison to evaluate equipment and the facility.

C. Grantee will ensure the cache is reasonably accessible by appointment to users who need to access equipment from the cache.

D. Grantee will keep records of the stock, movement and operational condition of resources and provide this information quarterly to the CARB Project Liaison for collection and preparation of a comprehensive quarterly progress report. This information shall include the following:

1. Agency and contact of individual requesting and accessing equipment;

2. Type and amount of equipment requested;

3. Information identifying specific project(s) the equipment supported;

4. Date and time equipment was taken from cache and date and time of return of the equipment; and

5. Serial number, type and description of malfunctioning equipment and/or product.

E. Grantee will coordinate with CARB on the preparation of comprehensive, draft final and final reports covering the entire grant period.

EXHIBIT B

Work Statement

Budget Summary (Attachment I)

Project Schedule (Attachment II)

EXHIBIT B, ATTACHMENT I

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G23-PBES-01

Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Total Costs & Funding

Project Funds	**$27,000**
Administrative Costs	**$3,000**
Total Costs	**$30,000**

EXHIBIT B, ATTACHMENT II

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G23-PBES-01

Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Work Task	Timeline
Participation in the grant kickoff meeting.	April 2023
Be responsible for cache, management of cache facility and cache resources.	Ongoing
Assess site safety and maintain general safety and integrity of facility.	Ongoing
Coordinate with CARB on available training on the equipment cache program and resource management process.	Quarterly
Ensure all personnel participating in the program are familiar with the cache program and resource management procedures.	Ongoing
Coordinate user access to cache equipment, or when appropriate, coordinate freight delivery logistics with the CARB Project Liaison.	Ongoing
Coordinate with CARB on the submission of comprehensive quarterly reports describing progress made in meeting the objectives of this grant.	Quarterly
Coordinate with CARB on the preparation of a draft final report and final report.	March 31, 2025 (draft final report) and May 31, 2025 (final report)

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-3

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Ratify Grant Agreement with the California Air Resources Board (CARB) in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G21-CAPP-15), AB617, and CARB Requirements

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RECOMMENDATION AND JUSTIFICATION

Ratify the Grant Agreement in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the ongoing implementation of Assembly Bill 617 (AB617) and expend the funds in accordance with the grant agreement (G21-CAPP-15), AB617, and CARB requirements.

Funds for implementation of AB617 may support selecting locations for the deployment of community air monitoring systems, deploying wildfire smoke sensors at schools, developing a schedule for amending related rules by incorporating best available retrofit control technology, developing Community Emissions Reduction Programs, determining proportionate contributions of sources to air pollution exposures, staff support, data collection, reporting and other related tasks.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Assembly Bill 617 (AB 617) requires the California Air Resources Board (CARB) and air districts to develop and implement additional emissions reporting, monitoring, reduction plans and measures in an effort to reduce air pollution exposure.

Mariposa County Air Pollution Control District has participated in three previous rounds of grant funding since 2019. We have used these grants for monitoring fires and staff costs. Ongoing funding will be used to continue these and for implementation of our ozone monitoring program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Air Pollution Control District can choose not to accept the funding and have reduced staffing and monitoring capacity.

FINANCIAL IMPACT

Accepting this funding will not impact the General Fund.

ATTACHMENTS

1. **G21-CAPP-15 Mariposa Cover Sheet Final Executed**

2. G21-CAPP Grants Exhibit A (Districts)_Revised

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER	
G21-CAPP-15	
NAME OF GRANT PROGRAM Community Air Protection Program	
GRANTEE NAME Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $12,074.00
START DATE: August 1, 2022	END DATE: June 30, 2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A - Grant Provisions
Exhibit B - General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME	GRANTEE'S NAME (PRINT OR TYPE)
California Air Resources Board	Mariposa County Air Pollution Control District
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Sabrina Johnson	SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)
TITLE: Branch Chief — DATE: 8/11/22	TITLE: Env Scientist, MD, MPH Air Pollution Control Officer — DATE: 8/2/22
STATE AGENCY ADDRESS 1001 I Street, Sacramento, California 95814	GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, California 95338

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$12,074.00	3530000L39	3900-CAP	3228CAP21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND NO.
$0.00	Greenhouse Gas Reduction Fund		3228
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$12,074.00		240	2021

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
102	5432000	39000500	50020	2021-22

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
	7/14/2022

California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2021-2022

Exhibit A

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **District Governing Board Approval**

   Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before November 1, 2022.

3. **Reporting:** Required reporting includes the following:

   A. **California Climate Investments:** With CARB assistance and direction the Grantee will implement reporting procedures as specified in the CARB Funding Guidelines for Agencies that Administer California Climate Investments (Funding Guidelines) to provide CARB program level information for outreach events and funds provided to intermediaries to cover administrative costs. The reporting cycles cover November 1 through April 30 and May 1 through October 31. Submittals are due to CARB within 30 days after the end of a reporting cycle.

   B. Annual Reports: Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:

      i. Report number, title, name of Grantee, date of submission, and grant number;

      ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community

emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.

iv. Summary of work completed and in progress since the last progress report;

v. Grant funds remaining and expended; and

vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

C. **Final Report:** Grantee must submit a Final Report to CARB by June 30, 2026. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

4. Program Funding:

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2026 or the reversion date of the appropriation.

B. <u>Grant Disbursements:</u>

i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:

   1. A fully executed Grant Agreement Cover Sheet; and

   2. Grant Disbursement Request Form, provided by CARB to the

Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

3. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

   CARB Community Air Protection Project Liaison:

   Ms. Andrea Juarez
   California Air Resources Board
   Office of Community Air Protection
   andrea.juarez@arb.ca.gov

   Grant payments are subject to CARB's approval of Annual Reports.

ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.

iii. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

iv. Any disbursement will take into consideration whether an advance payment had been received.

C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

i. Such funds must be reported to CARB.

ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:

1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;

2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;

3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and

iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2026, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2026, whichever comes first.

iv. Documentation of expenditure made on those funds or returned to CARB must be:

1. Retained for a minimum of three years after it is generated; and

2. Provided to CARB in Annual Reports and Final Report.

5. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Ratify Grant Agreement G21-PBRM-12 with the California Air Resources Board (CARB) in the Amount of $20,000.00 for Prescribed Burn Reporting and Monitoring

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RECOMMENDATION AND JUSTIFICATION

Ratify Grant Agreement G21-PBRM-12 with the California Air Resources Board (CARB) in the Amount of $20,000.00 for Prescribed Burn Reporting and Monitoring.

This grant is intended to provide resources for air pollution control districts to enhance and improve their smoke management programs. This work can specifically include enhanced planning, managing, and reporting of prescribed fire in their regions, air monitoring of smoke from prescribed fire, improved public outreach regarding prescribed fire, efficiencies in permitting and related recordkeeping, and resources for district staff to attend training sessions on different elements of the state's smoke management programs.

The Mariposa County Air Pollution Control District would work with the Yosemite Gateway Prescribed Burn Cooperative and potentially Mariposa County Fire Department/CALFIRE Madera-Mariposa-Merced Unit to implement this grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Air Pollution Control District has approved previous prescribed fire grants. These have been used to establish a cache of air monitors for deployment to both prescribed and wildland fires. These grants also covered maintenance and deployment of the air monitors. The additional grant funding will allow us to expand beyond monitoring to include education and public outreach.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not accept the additional funding and have a reduced ability to monitor and mitigate prescribed fire smoke.

FINANCIAL IMPACT

The grant will not impact the General Fund.

ATTACHMENTS

1. G21-PBRM-12-1 Final

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G21-PBRM-12-1

NAME OF GRANT PROGRAM	
Prescribed Burn Reporting and Monitoring Support Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $ ~~10,000.00~~**20,000.00**
START DATE: 6/1/2022	END DATE: 6/30/~~2024~~**2025**

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions
Exhibit A, Attachment 1 – Scope of Work Task and Project Elements
Exhibit B – Work Statement
Exhibit B, Attachment 1 – Budget Summary
Exhibit B, Attachment 2 – Project Schedule

The purpose of Amendment 1 is to extend the Grant end date and make changes to Exhibit A and B. This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) Eric Sergienko	
TITLE Branch Chief	DATE 5/23/2023	TITLE Air Pollution Control Officer	DATE 5/23/23
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5101 Jones Street, Mariposa, CA 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$10,000.00	FY 21/22: 3510000L32 FY 22/23: 3510000D32			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE			FUND NO.
$10,000.00	General Fund			0001
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)		CHAPTER	STATUTE
$20,000.00	FY 21/22: $10,000.00 FY22/23: $10,000.00		FY 21/22: 69 FY 22/23: 249	2021/ SB129 2022/ AB179

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39007100	50017	2021/22
101	5432000	39007100	50017	2022/23

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

1. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.

2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: ~~$10,000~~ **$20,000**

This grant is intended to provide resources to air pollution control districts for enhancing and improving their smoke management programs. This work specifically includes: enhanced planning, managing and reporting of prescribed fire activity in their regions, air monitoring of smoke from prescribed fires, improved public outreach regarding prescribed fires, efficiencies in permitting and related recordkeeping, and resources for district staff to attend training sessions on different elements of the State's smoke management program.

1. Grant Amendment One (Effective upon execution of this Grant Agreement)

This amendment:

a. Increases the total grant award from $10,000 to $20,000. Original award was $10,000 from FY21/22. Amendment adds $10,000 from FY 22/23;

b. Extends the original Grant Agreement termination date from June 30, 2024 to June 30, 2025;

c. Changes the Project Liaison from Greg Vlasek to Jason Branz;

d. Makes other minor, non-substantive changes to increase clarity; and

e. **Updates to the grant agreement provisions.**

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the **Mariposa County Air Pollution Control District** (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.

2. The CARB Project Liaison is ~~Greg Vlasek~~**Jason Branz**. Technical correspondence regarding this project shall be directed to:

~~Greg Vlasek~~**Jason Branz**, Manager
Agricultural & Prescribed Burning Support Section
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812
~~Greg.Vlasek@arb.ca.gov~~ **Jason.Branz@arb.ca.gov**

Administrative ~~and accounting~~ correspondence regarding this project shall be directed to **the AQPSD Grant Liaison**:

~~Melissa Medina~~**AQPSD Grant Liaison**
Administrative Assistance and Support Section
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812
~~Melissa.Medina@arb.ca.gov~~**aqpsdgrants@arb.ca.gov**

3. The Grantee Liaison is Eric Sergienko. Correspondence regarding this project must be directed to:

Eric Sergienko
~~Administrative Services Division Manager~~**Air Pollution Control Officer**
Mariposa County Air Pollution Control District
5101 Jones Street
Mariposa, CA 95338

D. GOVERNING BOARD APPROVAL

Prior to commencement of work or any expenditure of funds under this Grant Agreement, the Grantee shall submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior to CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for review and approval. For purposes of this Agreement, a project milestone is defined as the measurable progress toward, or accomplishment of, Tasks and Project Elements 1. Through 5. of the Scope of Work, Attachment 1., measured and reported to CAPCOA each quarter. The Grantee's draft Final Report must be submitted to CAPCOA ~~each quarter~~ **no later than March 31, 2025**. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, ~~2024~~**2025**.

3. The Grantee must submit a Final Report to CAPCOA for review and approval no later than May 31, ~~2024~~**2025**.

4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Agreement to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. CARB is responsible for the following:

a. Participating in an initial project meeting or conference call coordinated by CAPCOA, and ongoing coordination meetings at least quarterly with the Grantee and other district Grantees to discuss project activities and guide project implementation;

b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;

c. Providing project oversight and accountability (in conjunction with the Grantee); and

d. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

a. Participating in an initial project meeting or conference call;

b. Ensuring that all project tasks are completed during the period of this ~~g~~**G**rant **Agreement**;

c. Apprising the CARB project liaison of any delays in implementing the scope of work below;

d. Overseeing the project budget and funds; and

e. Coordinating with CAPCOA on the submission of quarterly progress reports, holding at least quarterly program meetings with CAPCOA and CARB, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work includes the tasks and program elements described in Attachment I.

4. Initial Project Meeting and Ongoing Coordination

Grantee will participate in the initial project meeting with similar grantees scheduled by CARB and CAPCOA. This meeting will take place near the onset of the ~~g~~**G**rant **Agreement** period and will cover expectations throughout the period of the ~~g~~**G**rant. In addition, the meeting will include discussion of the ongoing coordination that will be required between the Grantee and CAPCOA.

5. Progress Reports

The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

6. Final Report

The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by March 31, ~~2024~~**2025** and a comprehensive Final Report by May 31, ~~2024~~**2025**. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise, the Grantee must submit them directly to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

a. Accounting summary of funds expended;
b. Summary of work completed by the Districts; and
c. Narrative of how the milestones have been met.

G. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to ~~$10,000~~**$20,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written and executed Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment I. The sum of all Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests **or expends** less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement. **The Grantee may transfer unused or unneeded funds to another PBRM Support Program Grantee that is actively engaged in the Program and has an unmet need for such funds, subject to the following conditions:**

i. **The Grantee funding the transfer applies to CARB requesting the fund transfer;**
ii. **The CARB Project Manager approves the transfer and notifies the CARB Accounting Section of the approval; and**
iii. **Both Grantees submit to CARB documentation of their respective governing Boards' approval of the transfer as described in Section D. above.**

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.

iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
v. CARB shall consider the available fund balance when determining the amount of the advance payment.
vi. Reports to CARB any material changes to the spending plan within 30 days.
vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form ~~along~~ with each Grant Disbursement **Request** Form that is requesting advance payment**. The Advance Payment Request Form and the Grant Disbursement Request Form must be sent to the CARB Accounting Section at accountspayable@arb.ca.gov with a copy to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request.** The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.

g. CARB may provide an advance of the direct project costs of the grant if the Grantee's program has limited reserves or potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. CARB will withhold payment of ten (10) percent of the Grant's value, by advance pay or reimbursement payments, until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds when the final Report is approved by CARB.

k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section F.2. of this grant agreement.

l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, ~~2024~~**2025** or the reversion date of the appropriation. **If the Grant Agreement is**

terminated early for any reason, Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days of the termination date.

3. Grant Disbursements

a. All disbursements from the total Grant award, including both advance payments and grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms

b. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

c. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a copy to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

4. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section L, General Grant **Agreement** Provisions.

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general

administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project and administration funds, including the following:

   i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

   ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

   iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

   iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

   v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.

c. The above documentation must be provided to CARB in the Final Report~~.~~**, except to the extent these records were submitted in previous quarterly or annual grant reports.**

H. PROJECT MONITORING

1. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to quarterly Progress Reports submitted by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA after all project funds have been expended. As specified in Sections F.5 and F.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

5. CAPCOA, under a separate Grant Agreement for services, will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.

6. **In the event that CARB determines that recouping grant funds is necessary due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Grantee or it's subgrantees or subcontractors, Grantee agrees to return all grant funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.**

K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

L. GENERAL GRANT AGREEMENT PROVISIONS

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

2. Americans with Disabilities Act (ADA) Language: Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit (insert exhibit # here) or (list items here) to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB inPDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

   CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

   Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

~~Deviations from the Accessibility Requirements are permitted only by written consent by CARB.~~

3. Assignment: This grant is not assignable by the Grantee either in whole or in part, without the **prior written** consent of CARB in the form of a formal **fully executed** written amendment.

4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of theState to audit records and interview staff in any Grant or Contract related to performance of this Agreement.

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

6. **Authority: Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.**

7. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.

8. Computer software: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

9. **Confidentiality: Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by the California Public Records Act (California Government Code Section 7920.000 et seq), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.**

10. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

11. Disputes: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

12. Environmental Justice: ~~In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minoritypopulations and low-income population of the State~~. **In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal laws.**

13. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

14. Force Majeure: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemyor hostile governmental action, civil commotion, strikes, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the

effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

15. Governing law and venue: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

16. Grantee's responsibility for work: ~~The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by this Grant Award, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.~~ **The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors or subgrantees. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant, including, but not limited to, payment disputes with contractors, subcontractors, subgrantees, employees, agents, affiliates, suppliers and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties**.

17. Indemnification: ~~The Grantee agrees to indemnify, defend, and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.~~ **The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, and expenses, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of, resulting from or related to any actions or inactions Grantee or any of its contractors, subcontractors, subgrantees, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased,**

acquired, developed, modified or used with Grant funds. State shall give Grantee prompt written notice of any claim for which indemnification is sought, but failure to give such notice will not abrogate or diminish Grantee's indemnification obligations hereunder except to the extent the failure to notify materially prejudices Grantee's ability to defend or settle the claim. Grantee shall have the right to select legal counsel to represent the indemnified parties and to otherwise control the defense and settlement of the claim, but State shall have the right to participate in the defense of the claim at its own cost and expense. State shall provide such reasonable cooperation and assistance as Grantee may request, at Grantee's expense.

18. Independent contractor: The Grantee, and its sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

19. Nondiscrimination: ~~During the performance of this Grant Agreement, the Grantee and its sub-awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub-awardees shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its sub-awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its sub-awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.~~ **During the performance of this Grant Agreement, the Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns, shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability , mental disability, genetic information, sexual orientation, sex, gender, gender identity, gender expression, veteran or military status, medical condition, (including HIV and AIDS) marital status, age (over 40) nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall ensure that the evaluation and treatment of all employees and applicants for employment are free from and not subject to such discrimination and harassment. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.)**

and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall give written notice of their, its, his, her obligations under this clause to labor organizations with which there exists a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, agreements, and subcontracts to perform work under this Grant Agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub-awardees to perform work under this Grant Agreement.

20. No third party rights: ~~The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement,or of any duty, covenant, obligation or undertaking establish herein~~. **This Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.**

21. Ownership: All information, data, documents, intellectual property, including but not limited to webpages received, managed or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.

22. Personally identifiable information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

23. Prevailing wages and labor compliance: Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.

24. Professionals: ~~Grantee agrees that only licensed professionals will be used to~~

~~perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.~~ **For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.**

25. **Russian Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts or grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions.**

The Grantee represents by signing this Agreement that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Grantee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Grantee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Agreement, at the sole discretion of CARB.

For contracts or grants with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- **a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;**
- **b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and**
- **c. Direct support to the government and people of Ukraine**

26. Severability: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

27. Survival: Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of this Grant Agreement, shall so survive, including but not limited to the general provisions.

28. Termination: CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.

29. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

30. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

31. Order of precedence: In the event of any inconsistency between the article, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet

b. Exhibit A – Grant Provisions

c. Exhibit B – Work Statement

EXHIBIT A, ATTACHMENT 1

Scope of Work
Tasks and Project Elements

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period. For prescribed burns meeting the criteria to be coordinated with CAPCOA, the Grantee should obtain monitoring equipment from the nearest regional cache of equipment. When use of cache monitors or similar deployable Air District E-BAM monitors is not feasible, Grantee should obtain and consider other available and relevant PM monitoring data before, during and after burns and report such burns as monitored burns. Monitored fires will be reported to CAPCOA using the format provided ensuring the prescribed fire that was monitored is clearly identified.
2. Grantee staff will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment, as needed. Funding for burns that are monitored is available on a reimbursable basis from CAPCOA
3. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
4. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for prescribed burns of ten acres or more or that produce one ton of particulate Matter (PM) emissions or more in their jurisdiction where feasible. Grantee agrees to encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request.
5. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
   a. Burns requested, burns permitted, acreage burned.
   b. Locations of burns (by address, assessor's parcel number, and/or by latitude and longitude).
   c. Type(s) of fuels burned for each prescribed burn.
   d. For each prescribed burn not monitored under task 1., whether smoke concentrations (as PM 2.5 or PM10) were monitored and what monitors were used (e.g., FRM system monitors, E-BAMs, Purple Air Network, etc.)
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

EXHIBIT B

Work Statement

Budget Summary (Attachment 1)
Project Schedule (Attachment 2)

EXHIBIT B, ATTACHMENT 1

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G21-PBRM-12-1

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

	FY 2021-2022	FY 2022-2023
Project Funds	$9,000	$9,000
Administrative Costs	$1,000	$1,000
Total Costs	$10,000	$10,000

EXHIBIT B, ATTACHMENT 2

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G21-PBRM-12-1

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a project kickoff meeting for this grant.	Summer 2022
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for: state prescribed burning policy and best practices, smoke management program regulations, the Prescribed Fire Information Reporting System (PFIRS), and smoke monitor deployment. Ensure that all personnel participating in the program are familiar with the procedures for each.	Ongoing and as needed
For prescribed burn monitoring to be coordinated with CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, collect and report valid data immediately before, during the burn, and immediately after the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Document and report to CAPCOA prescribed burns monitored for smoke impacts by means other than the regional caches.	Ongoing
Utilize PFIRS for prescribed burns within the Grantee's jurisdiction whenever feasible and encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	No later than March 31, ~~2024~~**2025** (draft final report) and May 31, ~~2024~~**2025** (final report)

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Approving State of Good Repair Project List for FY 2023/2024

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the State of Good Repair Project List for FY 2023/2024.

Mariposa County has been notified that their estimated share of the State of Good Repair (SGR) Funds for FY 2023/2024 is $28,126.00. Our FY 2023/2024 Proposed Project List is "Repair and Rehabilitation of Mariposa County's Transit Vehicles."

BACKGROUND AND HISTORY OF BOARD ACTIONS

Caltrans has notified the Mariposa County Local Transportation Commission (MCLTC) that it is an eligible project sponsor and may receive State of Good Repair (SGR) funding quarterly pursuant to sections of Public Utility Codes 99313 and 99314, from the SGR account for Transit Projects now or in the future. The Road Recovery and Accountability Act of 2017, Senate Bill (SB) 1 was signed by California's State Governor on April 28, 2017.

This program provides funding of approximately $125 million annually to the State of Good Repair Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects. This opportunity has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor for Mariposa County Transit.

MCLTC previously adopted the FY 2022/2023 SGR Program Project List with Resolution LTC 2022-16 on August 2, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in foregoing SGR Funds for Mariposa County Transit.

FINANCIAL IMPACT

ATTACHMENTS

1. **Reissuance of the Fiscal Year 2023-24 State of Good**
2. **FY 2023-24 SB 1 SGR Resolution**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MALIA M. COHEN
California State Controller

February 9, 2023

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Reissuance of the Fiscal Year 2023-24 State of Good Repair Program Allocation Preliminary Estimate

The State Controller's Office (SCO) is issuing a revision to the allocations stated in the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2023-24, which was originally released on January 31, 2023. This revision uses Public Utilities Code (PUC) section 99314.10 allocations based on the SCO transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2022, for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. The revenue basis will be updated in the August 2023 Fiscal Year 2023-24 State Transit Assistance estimates with the most current Financial Transactions Report data available.

According to the FY 2023-24 proposed California Budget, the estimated amount of SGR program funds budgeted is $125,619,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314.

Local Government Programs and Services Division
MAILING ADDRESS: P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

SCO anticipates that the first quarter's allocation to eligible agencies will be paid by November 30, 2023. Please refer to the schedule for the amounts that relate to your agency.

We appreciate your understanding. Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information about this schedule. Information for the SGR program can be found on the DOT website at: https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair.

Sincerely,

Melma Dizon

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT SUMMARY
REVISED AS OF FEBRUARY 9, 2023

Regional Entity	Estimated Available 2023-24 Amount Based on PUC 99313 Allocation	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation	Total Estimated Available 2023-24 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	$ 12,203,772.00	$ 33,656,207.00	$ 45,859,979.00
Sacramento Area Council of Governments	3,172,409.00	1,088,532.00	4,260,941.00
San Diego Association of Governments	1,519,659.00	374,138.00	1,893,797.00
San Diego Metropolitan Transit System	3,749,471.00	1,540,395.00	5,289,866.00
Tahoe Regional Planning Agency	172,963.00	9,925.00	182,888.00
Alpine County Transportation Commission	1,923.00	142.00	2,065.00
Amador County Transportation Commission	64,591.00	2,250.00	66,841.00
Butte County Association of Governments	323,152.00	17,906.00	341,058.00
Calaveras County Local Transportation Commission	72,208.00	876.00	73,084.00
Colusa County Local Transportation Commission	34,954.00	1,553.00	36,507.00
Del Norte County Local Transportation Commission	43,627.00	2,255.00	45,882.00
El Dorado County Local Transportation Commission	278,662.00	19,079.00	297,741.00
Fresno County Council of Governments	1,620,941.00	293,698.00	1,914,639.00
Glenn County Local Transportation Commission	46,083.00	1,313.00	47,396.00
Humboldt County Association of Governments	216,657.00	36,127.00	252,784.00
Imperial County Transportation Commission	287,441.00	27,380.00	314,821.00
Inyo County Local Transportation Commission	30,419.00	0.00	30,419.00
Kern Council of Governments	1,458,314.00	89,244.00	1,547,558.00
Kings County Association of Governments	243,673.00	9,763.00	253,436.00
Lake County/City Council of Governments	108,045.00	5,500.00	113,545.00
Lassen County Local Transportation Commission	48,525.00	2,060.00	50,585.00
Los Angeles County Metropolitan Transportation Authority	15,806,277.00	20,805,524.00	36,611,801.00
Madera County Local Transportation Commission	252,286.00	8,397.00	260,683.00
Mariposa County Local Transportation Commission	27,321.00	805.00	28,126.00
Mendocino Council of Governments	144,257.00	10,560.00	154,817.00
Merced County Association of Governments	455,757.00	21,876.00	477,633.00
Modoc County Local Transportation Commission	13,929.00	1,187.00	15,116.00
Mono County Local Transportation Commission	21,445.00	31,140.00	52,585.00
Transportation Agency for Monterey County	695,191.00	216,525.00	911,716.00
Nevada County Local Transportation Commission	162,278.00	7,631.00	169,909.00
Orange County Transportation Authority	5,068,673.00	1,817,022.00	6,885,695.00
Placer County Transportation Planning Agency	509,280.00	72,859.00	582,139.00
Plumas County Local Transportation Commission	30,362.00	4,708.00	35,070.00
Riverside County Transportation Commission	3,903,834.00	639,372.00	4,543,206.00
Council of San Benito County Governments	104,954.00	1,669.00	106,623.00
San Bernardino County Transportation Authority	3,506,546.00	741,501.00	4,248,047.00
San Joaquin Council of Governments	1,257,129.00	284,555.00	1,541,684.00
San Luis Obispo Area Council of Governments	449,960.00	30,931.00	480,891.00
Santa Barbara County Association of Governments (SBCAG)	713,541.00	180,009.00	893,550.00
Santa Cruz County Transportation Commission	427,268.00	384,650.00	811,918.00
Shasta Regional Transportation Agency	289,368.00	14,972.00	304,340.00
Sierra County Local Transportation Commission	5,176.00	196.00	5,372.00
Siskiyou County Local Transportation Commission	70,254.00	2,992.00	73,246.00
Stanislaus Council of Governments	880,724.00	50,037.00	930,761.00
Tehama County Transportation Commission	104,270.00	2,146.00	106,416.00
Trinity County Transportation Commission	25,683.00	840.00	26,523.00
Tulare County Association of Governments	761,387.00	80,583.00	841,970.00
Tuolumne County Transportation Council	88,624.00	2,241.00	90,865.00
Ventura County Transportation Commission	1,336,237.00	216,229.00	1,552,466.00
State Totals	$ 62,809,500.00	$ 62,809,500.00	$ 125,619,000.00

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 49,125.00
Santa Clara Valley Transportation Authority	NA	28,342.00
San Joaquin Regional Rail Commission	NA	158,713.00
Regional Entity Totals	0	236,180.00
	0	(236,180.00)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	22,410,151.00
Central Contra Costa Transit Authority	12,684,408	139,859.00
City of Dixon	123,850	1,366.00
Eastern Contra Costa Transit Authority	6,132,724	67,620.00
City of Fairfield	2,250,751	24,817.00
Golden Gate Bridge Highway and Transportation District	138,827,667	1,530,726.00
Livermore-Amador Valley Transit Authority	6,084,421	67,087.00
Marin County Transit District	23,726,064	261,606.00
Napa Valley Transportation Authority	1,722,522	18,993.00
Peninsula Corridor Joint Powers Board	144,681,126	1,595,267.00
City of Petaluma	739,065	8,149.00
City of Rio Vista	39,373	434.00
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	435,002.00
San Mateo County Transit District	145,105,738	1,599,949.00
Santa Clara Valley Transportation Authority	439,800,215	4,849,277.00
City of Santa Rosa	2,483,478	27,383.00
Solano County Transit	5,290,076	58,329.00
County of Sonoma	3,459,517	38,145.00
Sonoma-Marin Area Rail Transit District	29,993,581	330,712.00
City of Union City	1,879,467	20,723.00
City of Vacaville	402,817	4,441.00
Western Contra Costa Transit Authority	8,044,931	88,704.00
Regional Entity Subtotals	3,045,389,776	33,578,740.00
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	49,125.00
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	28,342.00
Regional Entity Totals	3,045,389,776	33,656,207.00
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	32,611.00
County of Sacramento	1,189,071	13,111.00
Sacramento Regional Transit System	88,543,261	976,286.00
Yolo County Transportation District	4,689,895	51,711.00
Yuba Sutter Transit Authority	1,343,449	14,813.00
Regional Entity Totals	98,723,306	1,088,532.00
San Diego Association of Governments		
North County Transit District	33,932,036	374,138.00

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	374,426.00
San Diego Transit Corporation	62,951,421	694,108.00
San Diego Trolley, Inc.	42,794,978	471,861.00
Regional Entity Totals	139,704,540	1,540,395.00
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,308,985.00
Orange County Transportation Authority	NA	574,836.00
Riverside County Transportation Commission	NA	292,511.00
San Bernardino County Transportation Authority	NA	295,384.00
Ventura County Transportation Commission	NA	139,987.00
Regional Entity Totals	0	2,611,703.00
	0	(2,611,703.00)
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	9,925.00
Alpine County Transportation Commission		
County of Alpine	12,816	142.00
Amador County Transportation Commission		
Amador Transit	204,076	2,250.00
Butte County Association of Governments		
Butte Regional Transit	1,601,714	17,661.00
City of Gridley - Specialized Service	22,232	245.00
Regional Entity Totals	1,623,946	17,906.00
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	876.00
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,553.00
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,255.00
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	19,079.00
Fresno County Council of Governments		
City of Clovis	1,770,328	19,520.00
City of Fresno	22,991,076	253,502.00
Fresno County Rural Transit Agency	1,875,194	20,676.00
Regional Entity Totals	26,636,598	293,698.00
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,313.00

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STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Humboldt County Association of Governments		
City of Arcata	213,054	2,349.00
Humboldt Transit Authority	3,063,481	33,778.00
Regional Entity Totals	3,276,535	36,127.00
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	27,147.00
Quechan Indian Tribe	21,107	233.00
Regional Entity Totals	2,483,135	27,380.00
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	685.00
City of California City	25,760	284.00
City of Delano	279,451	3,081.00
Golden Empire Transit District	5,882,508	64,861.00
County of Kern	1,194,767	13,174.00
City of McFarland	12,106	134.00
City of Ridgecrest	159,250	1,756.00
City of Shafter	57,568	635.00
City of Taft	360,169	3,971.00
City of Tehachapi	28,252	312.00
City of Wasco	31,839	351.00
Regional Entity Totals	8,093,822	89,244.00
Kings County Association of Governments		
City of Corcoran	122,620	1,352.00
Kings County Area Public Transit Agency	762,823	8,411.00
Regional Entity Totals	885,443	9,763.00
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,500.00
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	2,060.00

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	224,126.00
City of Arcadia	1,607,131	17,720.00
City of Burbank	3,769,842	41,567.00
City of Claremont	456,234	5,030.00
City of Commerce	4,235,696	46,703.00
City of Culver City	15,278,536	168,463.00
Foothill Transit	67,815,955	747,745.00
City of Gardena	13,772,242	151,854.00
City of Glendale	8,225,171	90,691.00
City of La Mirada	874,670	9,644.00
Long Beach Public Transportation Company	60,542,189	667,544.00
City of Los Angeles	98,801,791	1,089,397.00
County of Los Angeles	6,316,927	69,651.00
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	14,689,765.00
City of Montebello	20,096,742	221,588.00
City of Norwalk	9,188,277	101,311.00
City of Pasadena	7,704,457	84,950.00
City of Redondo Beach	2,905,619	32,038.00
City of Santa Clarita	26,010,198	286,791.00
City of Santa Monica	47,544,183	524,226.00
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	225,735.00
Regional Entity Subtotals	2,005,084,609	19,496,539.00
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,308,985.00
Regional Entity Totals	2,005,084,609	20,805,524.00
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,783.00
City of Madera	169,785	1,872.00
County of Madera	67,286	742.00
Regional Entity Totals	761,547	8,397.00
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	805.00
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	10,560.00
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	11,303.00
Yosemite Area Regional Transportation System (YARTS)	958,913	10,573.00
Regional Entity Totals	1,984,038	21,876.00
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,187.00
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	31,140.00

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STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	216,525.00
Nevada County Local Transportation Commission		
County of Nevada	369,077	4,069.00
City of Truckee	323,083	3,562.00
Regional Entity Totals	692,160	7,631.00
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	21,063.00
Orange County Transportation Authority	110,748,483	1,221,123.00
Regional Entity Subtotals	112,658,754	1,242,186.00
Orange County Transportation Authority - Corresponding to SCRRA***	NA	574,836.00
Regional Entity Totals	112,658,754	1,817,022.00
Placer County Transportation Planning Agency		
City of Auburn	21,830	241.00
County of Placer	5,410,141	59,653.00
City of Roseville	1,175,827	12,965.00
Regional Entity Totals	6,607,798	72,859.00
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,824.00
County Service Area 12 - Specialized Service	80,198	884.00
Regional Entity Totals	427,027	4,708.00
Riverside County Transportation Commission		
City of Banning	208,349	2,297.00
City of Beaumont	318,557	3,512.00
City of Corona	426,555	4,703.00
Palo Verde Valley Transit Agency	175,762	1,938.00
City of Riverside - Specialized Service	493,635	5,443.00
Riverside Transit Agency	18,329,390	202,101.00
Sunline Transit Agency	11,506,078	126,867.00
Regional Entity Subtotals	31,458,326	346,861.00
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	292,511.00
Regional Entity Totals	31,458,326	639,372.00
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,669.00
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	11,332.00
Mountain Area Regional Transit Authority	564,732	6,227.00
City of Needles	58,190	642.00
Omnitrans	34,279,207	377,966.00
Victor Valley Transit Authority	4,530,204	49,950.00
Regional Entity Subtotals	40,460,120	446,117.00
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	295,384.00
Regional Entity Totals	40,460,120	741,501.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
San Joaquin Council of Governments		
Altamont Corridor Express*	21,420,132	NA
City of Escalon	51,911	572.00
City of Lodi	887,825	9,789.00
City of Manteca	77,826	858.00
City of Ripon	44,345	489.00
San Joaquin Regional Transit District	10,156,807	111,990.00
City of Tracy	194,489	2,144.00
Regional Entity Subtotals	32,833,335	125,842.00
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	158,713.00
Regional Entity Totals	32,833,335	284,555.00
San Luis Obispo Area Council of Governments		
City of Arroyo Grande - Specialized Service	0	0.00
City of Atascadero	37,783	417.00
City of Morro Bay	42,401	468.00
City of Pismo Beach - Specialized Service	0	0.00
City of San Luis Obispo Transit	821,105	9,054.00
San Luis Obispo Regional Transit Authority	1,903,882	20,992.00
Regional Entity Totals	2,805,171	30,931.00
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	767.00
City of Lompoc	136,501	1,505.00
County of Santa Barbara	0	0.00
Santa Barbara County Association of Governments (SBCAG)	1,620,453	17,867.00
Santa Barbara Metropolitan Transit District	13,488,703	148,728.00
City of Santa Maria	906,214	9,992.00
City of Solvang	104,313	1,150.00
Regional Entity Totals	16,325,709	180,009.00
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	384,650.00
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	14,972.00
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	196.00
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	2,992.00
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	46,799.00
City of Turlock	293,666	3,238.00
Regional Entity Totals	4,538,011	50,037.00
Tehama County Transportation Commission		
County of Tehama	194,589	2,146.00

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED AS OF FEBRUARY 9, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Trinity County Transportation Commission		
County of Trinity	76,212	840.00
Tulare County Association of Governments		
City of Dinuba	276,368	3,047.00
City of Porterville	846,792	9,337.00
City of Tulare	589,094	6,495.00
County of Tulare	1,191,032	13,132.00
City of Visalia	4,391,535	48,421.00
City of Woodlake	13,667	151.00
Regional Entity Totals	7,308,488	80,583.00
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	2,241.00
Ventura County Transportation Commission		
City of Camarillo	751,079	8,281.00
Gold Coast Transit District	4,272,461	47,109.00
City of Moorpark	299,991	3,308.00
City of Simi Valley	1,167,392	12,872.00
City of Thousand Oaks	423,749	4,672.00
Regional Entity Subtotals	6,914,672	76,242.00
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	139,987.00
Regional Entity Totals	6,914,672	216,229.00
STATE TOTALS	$ 5,696,443,829	$ 62,809,500.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 23-____

APPROVING THE PROJECT LIST FOR FY 2023-24
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, the Mariposa County Local Transportation Commission (MCLTC) is an eligible project sponsor and may receive State of Good Repair (SGR) Funding now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2018) named the Mariposa County Local Transportation Commission as the administrative agency for the SGR; and

WHEREAS, the MCLTC has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor Mariposa County Transit; and

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these documents and any Amendments thereto the Director of Public Works & Transportation.

NOW THEREFORE BE IT RESOLVED, by the Commissioners of the Mariposa County Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Director of Public Works & Transportation be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 15th day of August 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service"

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service".

The Water Shutoff Protection Act, SB 998, was signed into law in September 2018. The Water Shutoff Protection Act provides safeguards for residential water customers by establishing procedures to prevent water service termination due to nonpayment. It requires water agencies to provide written notice, offer payment plans, and consider financial hardship before discontinuing service. The act aims to protect vulnerable populations and ensure access to safe and affordable water for all residents.

This proposed ordinance amends Chapter 13.02 of the Mariposa County Code to incorporate the guidelines and protocols mandated by the Water Shutoff Protection Act for the discontinuation of residential water service due to nonpayment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors adopted Ordinance No. 484 in 1978, establishing Chapter 13.02 of the Mariposa County Code, entitled "Water Regulations."

In 1984, the Board of Supervisors adopted Ordinance No. 616, which made amendments to Sections 13.02.390 and 13.02.400 of Chapter 13.02, pertaining to bill payment and service discontinuation.

In 1997, the Board of Supervisors adopted Ordinance No. 929 to amend Chapter 13.02 of the Mariposa County Code, ensuring alignment with current regulations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: Make amendments to the text of the draft ordinance.

Negative action: Mariposa County will not have a policy for the discontinuation of residential water service for nonpayment that conforms to State regulations.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Ordinance Amending Chapter 13.02 Summary**
2. **Ordinance Amending Chapter 13.02 - Tracked Changes**
3. **Ordinance Amending Chapter 13.02**

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING COUNTY CODE
CHAPTER 13.02 "WATER REGULATIONS"

Notice is hereby given that on Tuesday, XXXX, 2023, at 9:00 am, or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend Mariposa County Code Title 13, Chapter 13.02:

Section I: Revises language that shall be printed on each bill for services by removing reference to Appendix 1 of the County Code. Following the adoption of the Mariposa County Master Fee Resolution (Resolution No. 92-524), approved by the Board of Supervisors on October 6, 1992, fees are no longer adopted by ordinance and set forth in Appendix 1 of the County Code.

Delineates procedures for the discontinuation of water service for commercial customers who fail to pay their bills, including those with unpaid bills from a previous location. If a customer has water service at multiple locations and fails to pay the bill for any one location, service at all locations may be shut off. The customer must receive a notice at least 30 days in advance, specifying the delinquent billing and providing an opportunity to dispute it. Disconnection of service can occur 30 days after the notice if the billing remains unresolved However, service will only be discontinued after the deposit made for the service has been fully used.

Delineates procedures for discontinuing water service for residential customers due to nonpayment. Disconnection may occur if bills are unpaid, including those from a previous location or multiple locations. Service will only be discontinued after a payment has been delinquent for at least 60 days. The customer must be contacted through telephone or written notice, providing information on delinquency, options to avoid disconnection, and procedures for appeals. Certain conditions, such as certification from a primary care provider and financial inability to pay, can prevent service discontinuation. The number of annual discontinuations of residential service for inability to pay shall be posted on the Mariposa County website.

Residential customers who have been discontinued for nonpayment will be provided with information on how to restore their service. Before reconnecting the service, a reconnection charge determined by the board will be collected. Set maximum fees for residential customers with household income below 200 percent of the federal poverty line. Reconnection fees will be subject to annual adjustments based on changes in the Consumer Price Index.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 13.02 OF THE MARIPOSA COUNTY CODE TO UPDATE POLICY FOR DISCONTINUATION OF RESIDENTIAL WATER SERVICE

WHEREAS, the Board of Supervisors of the County of Mariposa seeks to implement regulations that are consistent with California Health and Safety Code, Division 104, Part 12 Drinking Water, Chapter 6 Discontinuation of Residential Water Service [116900-116926], known as the Water Shutoff Protection Act; and

WHEREAS, the Board of Supervisors desire to amend Chapter 13.02 of the Mariposa County Code; and

WHEREAS, the State of California and the County of Mariposa have consistently demonstrated their commitment to ensuring the provision of safe and sanitary water to residential water customers served by County Service Areas ("Districts"); and

WHEREAS, the State of California has implemented the Water Shutoff Protection Act, which mandates that local agencies adhere to policies ensuring that residential water customers are equipped with formal mechanisms to prevent the interruption of water services; and

WHEREAS, the development of an updated policy regarding the discontinuation of residential water service is intended to benefit the community by minimizing the risk of customers being deprived of access to essential water services.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 13.02 of the Mariposa County Code is hereby amended to read as follows:

13.02.390 Billing--Rendering ~~And~~ and Payment ~~Of~~ of Bills

A. Bills for water service and sewer service shall be rendered at the end of each billing period to include the minimum charge for the following period. Bills shall be payable on presentation.

B. On each bill for services rendered by the district shall be printed substantially the following: "If charges are not paid within thirty days after the due date or dates, a penalty of ten percent will be added to said charges plus a further penalty of one percent per month on the first day of each month following. If full charges and penalty, if any, are not paid within sixty days after the due date or dates, district shall discontinue service, and a reconnection charge determined by the ~~board and set forth in Appendix 1 of the County Code~~Board will be imposed."

13.02.400 Discontinuance ~~Of~~ of Service for Commercial Customers-- Nonpayment ~~Of~~ of Bills

A. Under the terms of this section, service may be discontinued for nonpayment of bills.

B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.

C. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off.

D. At least thirty (30) days prior to any discontinuance of service for nonpayment of bills, hereunder, the customer shall be sent a notice, which notice shall contain the following:

1. That a billing which is specified and itemized is delinquent.
2. That if the billing is disputed by the customer, the customer may meet with the ~~public works director~~Public Works Director, or a designated employee acting as the district representative, and that the customer will have the opportunity to present his/her objection to the billing.
3. The name of the ~~employee~~district representative and the fact that the ~~employee~~district representative shall be empowered to act on behalf of the district to correct any errors in the billing.
4. The address where ~~such employee~~the district representative is located.
5. The hours of the day wherein the ~~employee~~district representative will be available to meet with the customer.
6. That if the billing is determined to be justly due by the district after the meeting between the customer and the district ~~employee~~representative, or if the customer fails to avail himself ~~or~~/herself of a meeting, the service will be disconnected on the first regular working day thirty (30) days from the date of the notice described herein, or as soon thereafter as can be done.
7. The notice required herein shall be sent by United States mail, registered, return receipt requested.

E. The service will not be discontinued, however, until the amount of the deposit, if any, made to establish credit for that service has been fully absorbed.

13.02.405 Discontinuance of Service for Residential Customers—Nonpayment of Bills.

A. Under the terms of this section, service may be discontinued for nonpayment of bills.

B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.

C. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off.

D. The service will not be discontinued, however, until the amount of the deposit, if any, made to establish credit for that service has been fully absorbed.

E. Residential service shall not be discontinued for nonpayment until a payment by a customer has been delinquent for at least sixty (60) days. No less than seven (7) business days before discontinuation of residential service for nonpayment, the customer named on the account shall be contacted by telephone or written notice.

F. When the customer named on the account is contacted by telephone, the district shall offer to provide in writing the district's policy on discontinuation of residential service for nonpayment. They shall also be offered the opportunity to discuss options to avert discontinuation of service.

G. When a customer named on the account is contacted by written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

1. The customer's name and address.

2. The amount of the delinquency.

3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

4. A description of the process to apply for an extension of time to pay the delinquent charges.

5. A description of the procedure to petition for bill review and appeal.

6. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges.

H. If contact with the customer or an adult occupying the residence by telephone is not possible, and written notice is returned through the mail as undeliverable, the district shall make a good faith effort to visit to the residence and leave or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the district's policy for discontinuation of residential service for nonpayment.

I. If an adult at the residence appeals the bill to the Public Works Director, a designated employee acting as the district representative, or any other administrative or legal body to which such an appeal may be lawfully taken, the customer's residential service shall not be discontinued while the appeal is pending.

J. The customer's residential service for nonpayment shall not be discontinued if all of the following conditions are met:

1. The customer, or a tenant of the customer, submits certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the California Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

2. The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the district's written policy.

K. If all of the conditions in subsection (J) are met, the customer shall be offered payment options. The Public Works Director, or a designated employee acting

as the district representative, may choose which of the payment options the customer undertakes and may set the parameters of that payment option. The payment option offered shall result in repayment of the remaining balance within twelve (12) months.

L. For those deemed as meeting all the conditions in subsection (J), residential service may be discontinued no sooner than five (5) business days after a final notice is posted of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

1. The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) days or more.

2. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.

M. Public Works shall have the written policy on discontinuation of residential service for nonpayment in English and the five (5) languages listed in the California Civil Code, (as well as any other languages spoken by at least 10 percent of the people residing in a service area). This written policy (in all required languages) shall be posted on the Mariposa County internet website.

N. If a metered residential service is furnished to any dwelling that is rented or leased out by an owner, manager or landlord, every good faith effort shall be made to inform the residential occupants, by means of written notice, when an account is in arrears that service will terminate in ten (10) days prior to the termination. The notice shall further inform the occupants that they have the right to apply to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

O. The number of annual discontinuations of residential service for inability to pay shall be posted on the Mariposa County internet website.

13.02.410 Discontinuance ~~Of of~~ Service--Reconnection Charge

A. All residential service customers that are discontinued for nonpayment shall be provided information on how to restore residential service.

B. A reconnection charge ~~plus penalties~~ in an amount determined by the board ~~and set forth in Appendix 1 of the County Code~~ will be ~~made and~~ collected prior to ~~renewing~~reconnection of service following a discontinuance.

C. For a residential customer who demonstrates household income below 200 percent of the federal poverty line the district shall do both of the following:

1. Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars ($50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, a reconnection of service fee shall be set at one hundred fifty dollars ($150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

2. Waive interest charges on delinquent bills once every 12 months.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 13.02 OF THE MARIPOSA COUNTY CODE TO UPDATE POLICY FOR DISCONTINUATION OF RESIDENTIAL WATER SERVICE

WHEREAS, the Board of Supervisors of the County of Mariposa seeks to implement regulations that are consistent with California Health and Safety Code, Division 104, Part 12 Drinking Water, Chapter 6 Discontinuation of Residential Water Service [116900-116926], known as the Water Shutoff Protection Act; and

WHEREAS, the Board of Supervisors desire to amend Chapter 13.02 of the Mariposa County Code; and

WHEREAS, the State of California and the County of Mariposa have consistently demonstrated their commitment to ensuring the provision of safe and sanitary water to residential water customers served by County Service Areas ("Districts"); and

WHEREAS, the State of California has implemented the Water Shutoff Protection Act, which mandates that local agencies adhere to policies ensuring that residential water customers are equipped with formal mechanisms to prevent the interruption of water services; and

WHEREAS, the development of an updated policy regarding the discontinuation of residential water service is intended to benefit the community by minimizing the risk of customers being deprived of access to essential water services.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 13.02 of the Mariposa County Code is hereby amended to read as follows:

13.02.390 Billing--Rendering and Payment of Bills

A. Bills for water service and sewer service shall be rendered at the end of each billing period to include the minimum charge for the following period. Bills shall be payable on presentation.

B. On each bill for services rendered by the district shall be printed substantially the following: "If charges are not paid within thirty days after the due date or dates, a penalty of ten percent will be added to said charges plus a further penalty of one percent per month on the first day of each month following. If full charges and penalty, if any, are not paid within sixty days after the due date or dates, district shall discontinue service, and a reconnection charge determined by the Board will be imposed."

13.02.400 Discontinuance of Service for Commercial Customers-- Nonpayment of Bills

A. Under the terms of this section, service may be discontinued for nonpayment of bills.

B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.

C. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off.

D. At least thirty (30) days prior to any discontinuance of service for nonpayment of bills, hereunder, the customer shall be sent a notice, which notice shall contain the following:

1. That a billing which is specified and itemized is delinquent.
2. That if the billing is disputed by the customer, the customer may meet with the Public Works Director, or a designated employee acting as the district representative, and that the customer will have the opportunity to present his/her objection to the billing.
3. The name of the district representative and the fact that the district representative shall be empowered to act on behalf of the district to correct any errors in the billing.
4. The address where the district representative is located.
5. The hours of the day wherein the district representative will be available to meet with the customer.
6. That if the billing is determined to be justly due by the district after the meeting between the customer and the district representative, or if the customer fails to avail himself/herself of a meeting, the service will be disconnected on the first regular working day thirty (30) days from the date of the notice described herein, or as soon thereafter as can be done.
7. The notice required herein shall be sent by United States mail, registered, return receipt requested.

E. The service will not be discontinued, however, until the amount of the deposit, if any, made to establish credit for that service has been fully absorbed.

13.02.405 Discontinuance of Service for Residential Customers—Nonpayment of Bills.

A. Under the terms of this section, service may be discontinued for nonpayment of bills.

B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.

C. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off.

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E. Residential service shall not be discontinued for nonpayment until a payment by a customer has been delinquent for at least sixty (60) days. No less than seven (7) business days before discontinuation of residential service for nonpayment, the customer named on the account shall be contacted by telephone or written notice.

F. When the customer named on the account is contacted by telephone, the district shall offer to provide in writing the district's policy on discontinuation of residential service for nonpayment. They shall also be offered the opportunity to discuss options to avert discontinuation of service.

G. When a customer named on the account is contacted by written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

    1. The customer's name and address.

    2. The amount of the delinquency.

    3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

    4. A description of the process to apply for an extension of time to pay the delinquent charges.

5. A description of the procedure to petition for bill review and appeal.

6. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges.

H. If contact with the customer or an adult occupying the residence by telephone is not possible, and written notice is returned through the mail as undeliverable, the district shall make a good faith effort to visit to the residence and leave or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the district's policy for discontinuation of residential service for nonpayment.

I. If an adult at the residence appeals the bill to the Public Works Director, a designated employee acting as the district representative, or any other administrative or legal body to which such an appeal may be lawfully taken, the customer's residential service shall not be discontinued while the appeal is pending.

J. The customer's residential service for nonpayment shall not be discontinued if all of the following conditions are met:

1. The customer, or a tenant of the customer, submits certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the California Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

2. The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the district's written policy.

K. If all of the conditions in subsection (J) are met, the customer shall be offered payment options. The Public Works Director, or a designated employee acting

as the district representative, may choose which of the payment options the customer undertakes and may set the parameters of that payment option. The payment option offered shall result in repayment of the remaining balance within twelve (12) months.

L. For those deemed as meeting all the conditions in subsection (J), residential service may be discontinued no sooner than five (5) business days after a final notice is posted of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

1. The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) days or more.

2. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.

M. Public Works shall have the written policy on discontinuation of residential service for nonpayment in English and the five (5) languages listed in the California Civil Code, (as well as any other languages spoken by at least 10 percent of the people residing in a service area). This written policy (in all required languages) shall be posted on the Mariposa County internet website.

N. If a metered residential service is furnished to any dwelling that is rented or leased out by an owner, manager or landlord, every good faith effort shall be made to inform the residential occupants, by means of written notice, when an account is in arrears that service will terminate in ten (10) days prior to the termination. The notice shall further inform the occupants that they have the right to apply to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

O. The number of annual discontinuations of residential service for inability to pay shall be posted on the Mariposa County internet website.

13.02.410 Discontinuance of Service--Reconnection Charge

A. All residential service customers that are discontinued for nonpayment shall be provided information on how to restore residential service.

B. A reconnection charge in an amount determined by the board will be collected prior to reconnection of service following a discontinuance.

C. For a residential customer who demonstrates household income below 200 percent of the federal poverty line the district shall do both of the following:

1. Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars ($50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, a reconnection of service fee shall be set at one hundred fifty dollars ($150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.
2. Waive interest charges on delinquent bills once every 12 months.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-465

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with R. Sutton Enterprises, LLC for the Holtzel Road Storm Repair Project in the Amount Not to Exceed $487,500.00; and Authorize the Director of Public Works & Transportation to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with R. Sutton Enterprises, LLC for the Holtzel Road Storm Repair Project in the Amount Not to Exceed $487,500.00; and Authorize the Director of Public Works & Transportation to Sign the Agreement.

The project includes repairing Holtzel Road that was damaged during the "Atmospheric River" Event . On July 14, 2023, the following seven bids were received:

1. R. Sutton Enterprises, LLC., Vallecito, CA 95251	$487,500.00
2. Williams Excavation, Inc., Mariposa, CA 95338	$558,121.00
3. George Reed, Inc., Modesto, CA 95354	$567,020.00
4. Sierra Communication and Construction, Inc. Catheys Valley, CA 95306	$575,759.75
5. Cal Valley Construction, Inc. Fresno, CA 93722	$655,425.00
6. Full Signal Construction, Inc., Coarsegold, CA 93614	$607,973.00
7. Rehak General Engineering, LLC., Auberry, CA 93602	$644,100.00

Traffic will be detoured around the site during construction.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 11, 2023, the Board approved Resolution #2023-1 adopting a Resolution ratifying the January 5, 2023 proclamation by the Director of Emergency Services, proclaiming the "Atmospheric River" Event as a Local Emergency. Holtzel Road was one of the County maintained roads damaged during the event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board fail to approve the contract award, Holtzel Road will continue to deteriorate and may have to be closed.

FINANCIAL IMPACT

This project is eligible for FEMA reimbursement.

ATTACHMENTS

1. R Sutton Contract

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER ___

THIS CONTRACT is made and entered into this day of August, 2023, by and between R. Sutton Enterprises, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of four hundred eighty-seven thousand five hundred Dollars ($487500) ("Contract Price"), the following services ("Services" or "Work"):

   FEMA Storm Damage 4699DR-CA

   Work includes Mobilization, Traffic Control, Detour Improvements, Debris and Vegetation Removal, Headwall Improvements, Structure Excavation, 60 inch. RCP, Structure Backfill, Embankment Fill, Geotextile Fabris, ¼ Ton Rock, Call II AB, Drive Approach, and Fence.

2. Contractor shall perform the Work at Holtzel Road, 0.10 mi from intersection of Greeley Hill Road ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Sixty (60) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
____ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____ Asbestos & Other Hazardous Materials Certification	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa	**Contractor**
Department of Public Works ATTN: Melinda Rice 4639 Ben Hur Road, Mariposa, California 95338 (209) 966-2828 mrice@mariposacounty.org	Name: R. Sutton Enterprises ATTN: Mark Sutton P. O. Box 237, Vallecito, California 95251 (209) 736-2717 chrpsherill@yahoo.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Shannon Hansen

Director Public Works & Transportation

APPROVED AS TO FORM:

_____

Steve Dahlem

County Counsel

Dated: July 31, 2023

Contractor: R. Sutton Enterprises

Signature: _____

Print Name: Mark Sutton

Print Title: Member

License No.: 1101339

Registration No.: 1001012216

Address: P.O. Box 237, Vallecito, California 95251

Telephone: (209) 736-4597

Facsimile: (209) 872-2717

E-Mail: chrpsherill@yahoo.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
_X_ Limited Liability Company
____ Other: _____

88-3984113 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of 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. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) 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. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), 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. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 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.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

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

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements 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 Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity 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.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity 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.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the 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 the claimant submits his or her written claim pursuant to subdivision (a) 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.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Estimator of R. Sutton Ent., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7-13 [date], at Ukiah Ca [city], ___[state].

Date: July 13, 2023

Proper Name of Bidder: R. Sutton Enterprises

Signature: [signature]

Print Name: Aaron Johnson

Title: Estimator

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2023

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 Anchor Insurance and Surety, Inc PO Box 2808 Portland OR 97208	CONTACT NAME: Heather Sinjem PHONE (A/C, No, Ext): 503-224-2500 FAX (A/C, No): 503-224-9830 E-MAIL ADDRESS: certificates@anchorias.com
INSURED SUTTENT-01 R. Sutton Enterprises LLC PO Box 237 Vallecito CA 95251	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Compensation Ins. Fund — 35076 INSURER B : Middlesex Insurance Company — 23434 INSURER C : AGCS Marine Insurance Company — 22837 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1147085819 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER: Limited Jobsite	Y		A0182051002	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limited Jobsite Poll	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			A0182051001	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			A0182051003	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9313909	3/1/2023	3/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased & Rented Equipment Installation Floater Motor Truck Cargo			MZI93088653	3/1/2023	3/1/2024	Each Item Limit Each Vehicle	$250,000 $100,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CG2010 04/13; CG2037 04/13; CG2404 05/09; CG2503 05/09; CA0444 10/13; CA7601 06/15;

Umbrella Excess Liability goes over General Liability, Auto Liability and Employers Liability.

All Operations of the Named Insured Subject to Policy Terms and Conditions

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Rd
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

Joel Dietzman

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POLICY NUMBER: A0182051001

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Mark Sutton and Brad Sutton

Endorsement Effective Date: 03/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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1d56c2e0-3599-4551-bc3e-2742813558f2

POLICY NUMBER: A0182051001

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS 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 changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:	Mark Sutton and Brad Sutton
Endorsement Effective Date:	03/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the "accident" 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 person or organization.

POLICY NUMBER: A0182051002

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage	Jobsites as described in written contracts with the named insured. Description: All Operations with written contract with the named insured.
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: A0182051002

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage	Jobsites and Operations as described in written contracts with the named insured.
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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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 person or organization to whom you are required to waive your right to recover by a written contract or agreement executed prior to loss
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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POLICY NUMBER: A0182051002

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects away from premises owned by or rented to the Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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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 3
   B. Contract Assurance 3
   C. Prompt Progress Payment 3
   D. Prompt Payment of Withheld Funds to Subcontractors 3
   E. Termination and Replacement of DBE Subcontractors 4
   F. Commitment and Utilization 6
   G. Running Tally of Attainments 7
   H. Commercially Useful Function 7
   I. Use of Joint Checks 8
6. CHANGED CONDITIONS 9
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 10
8. BUY AMERICA 10
9. QUALITY ASSURANCE 11
10. PROMPT PAYMENT 11
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 12
12. FEMALE AND MINORITY GOALS 25
13. TITLE VI ASSURANCES 26
14. FEDERAL TRAINEE PROGRAM 31
15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES 32

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 (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

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) 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 also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- 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.

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

In accordance with California Business and Professions Code section 7108.5, 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.

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 of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors 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 Replacement 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 replace 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.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

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, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
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 or exhibits credit unworthiness.
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.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

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. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. 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 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

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 DBE (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.

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. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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 must 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 local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

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 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_____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_____the sum of $_____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

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States 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 produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

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. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

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

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local 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 and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned

pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[*The following 12 pages must be physically inserted into the contract without modification. Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS*]

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b).The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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.

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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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 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 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. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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.

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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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.

2. Withholding (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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.

4. Apprentices and trainees (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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 information of participant is not required to exceed that which is 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. 2 CFR 180.325.

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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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

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 $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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 carriers, 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. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States 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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

	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

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

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 recipient or FHWA to be pertinent to ascertain compliance with such 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 recipient or 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 recipient 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 recipient 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 recipient 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.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant

and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section

504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

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.

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_____ :

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 _____approval for this submitted information before the prime contractor starts work. The City/County of_____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 _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the 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.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on thiscontract 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.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

"General Decision Number: CA20230018 06/23/2023

Superseded General Decision Number: CA20220018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54

Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49

Millwright.....$ 51.47 33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 84.50	3%+40.315

ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.50	27.655

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical

entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 92.20	42.316
ELECTRICIAN	$ 80.17	41.955

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.44
Technician	$ 58.86	25.67

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes

Communications System
Installer.....$ 38.24 23.80
Technician.....$ 43.98 23.97

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2021

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 53.92	31.54
GROUP 2	$ 52.39	31.54
GROUP 3	$ 50.91	31.54
GROUP 4	$ 49.53	31.54
GROUP 5	$ 48.26	31.54
GROUP 6	$ 46.94	31.54
GROUP 7	$ 45.80	31.54
GROUP 8	$ 44.66	31.54
GROUP 8-A	$ 42.45	31.54
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15

Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15
GROUP 2.....$ 46.26 31.15
GROUP 3.....$ 44.93 31.15
GROUP 4.....$ 43.79 31.15
GROUP 5.....$ 42.65 31.15
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push

cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor

combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and

including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and

Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 45.77	35.46
AREA 2:		
(1) Leverman	$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up

to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66

Ornamental, Reinforcing and Structural	$ 49.88	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes

IRONWORKER
Fence Erector.....$ 41.28 25.66
Ornamental, Reinforcing
and Structural.....$ 46.20 34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 35.25	27.09
Area 2	$ 34.25	27.09

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 35.01	25.49

Traffic Control Person I....$ 35.31 25.49
Traffic Control Person II...$ 32.81 25.49

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT LABORERS)

Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20

LABORER (GUNITE)

GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31

LABORER (WRECKING)

GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 36.05	27.12

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 34.48	26.21
Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		
Area A	$ 32.28	26.21
Area B	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a

below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.23	29.59

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 35.29	25.21

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 33.48	26.21
Traffic Control Person I....	$ 33.78	26.21
Traffic Control Person II...	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31

GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21

Traffic Control Person II...$ 32.28 26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20

GROUP 1-f.....$ 30.37 23.20
GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty Period.....$ 24.23 23.20

LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes

Plasterer tender.....$ 40.48 30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty		
Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2022

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83

GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty		

Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 57.16	30.24
AREA 2	$ 53.03	28.84

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 38.23	22.05

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 32.99	21.30
Drywall Finisher/Taper	$ 47.11	28.99

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 01/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	39.35

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering,

mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 72.00	45.70

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.75	35.14

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 49.83	21.14

ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 50.27	20.66

ROOF0081-004 08/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 43.13	19.71

ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 55.16	20.82
Journeyman	$ 51.16	20.82
Kettle person (2 kettles)	$ 53.16	20.82

SFCA0483-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 72.59	36.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,

SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A

bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic.

Pursuant to Board direction given October 11, 2022, staff is seeking direction on how to proceed with a $10,000 grant application received from Mariposa Wellness Clinic. Mariposa Wellness Clinic aims to provide comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. By combining evidence-based medicine, cutting-edge treatments, and personalized care, Mariposa Wellness Clinic will offer patients a holistic approach to address unique health concerns. The target market includes individuals seeking a proactive and preventive approach to healthcare, as well as those struggling with chronic health issues.

Mariposa Wellness Clinic is requesting a $10,000 grant. The Microenterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for $10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 11, 2022, The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action could result in the County requesting payment for the grant, which would be allocated to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT

Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS

1. **Mariposa Wellness ClinicMariposa Bus Assistance Loan Program 7.21.2023**
2. **MWC Business Plan**

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Hannah Fouch DBA: Mariposa Wellness Clinic	Business Age: months (8/14/2022) 11 months
Address: 5074 Jones Street, Mariposa, CA 95338	Business Legal Structure: Corporation
County: Mariposa	Business Type: Offices of Misc. Health Practitioner
Contact: Hannah Fouch	Annual Business Revenue: $75,000 (2023 projected)
Phone: 209-769-4015 (cell) Phone (2):	NAICS: 621399
Email: hannah.fnp@gmail.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 6/02/2023	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$10,000	
Use of Funds	
• Purchase Inventory/Materials	$ 2,000
• Marketing	$ 2,000
• Working Capital	$ 3,000
• Purchase Equipment	$ 2,000
• Remodel/Repairs	$ 1,000

Review of Submitted Documents to Support Loan Request

Business Description:

Mariposa Wellness Clinic operates as a home-based nurse practitioner providing comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. The applicant will establish partnerships with local gyms, spas, and other wellness centers to cross-promote services. Also, educational seminars and workshops will be conducted to raise awareness about functional medicine and the benefits of this type of healthcare.

Valid business FBN and proof of payment of taxes, including TOT:

Fictitious Business Name (FBN) Statement, dated April 28, 2022 was provided for review. Business licenses are not issued in Mariposa County. The registrant is listed as Mariposa Wellness, A Professional Nursing Corporation. No legal entity documentation was provided for review

Credit History:

Hannah Fouch – an Experian credit report was obtained on 7/25/2023 showed a credit score of 755. The trade payment status showed ten paid trades, sixteen satisfactory trades, no previously or present delinquent/derogatory accounts, and no past due amounts.

Explain the intended use of the loan that may be provided by Mariposa County:

The loan will assist the applicant in opening a wellness clinic. The proposed uses of funds list purchase of equipment - $2,000, purchase of inventory - $2,000, remodel/repairs - $1,000, marketing - $2,000, and working capital - $3,000. A business plan was provided that described in general terms the business concept, services,

and goals. No specific information was available. No vendor information, name of products, type of remodeling/repairs or quotations were provided for review.

What is the financial ability to pay payroll obligations and other operating expenses:

Financial information was limited to information listed on the loan application, in-house prepared Profit and Loss Statement for the period covering June 2, 2022 to June 2, 2023. Income was comprised of consulting income of $46,966 and other income of $15,605 for a total of $63,571. Expenses were $33,384 with a net profit of $29,187. A three-year projection (2023 – 2025) was prepared. 2023 income of $75,000, expenses of $59,500 with a profit of $15,500. 2024 income of $129,000, expenses of $88,700 with a net profit of $40,300. 2025 income of $167,500, expenses of $100,000 with a net profit of $67,500.

No financial assumptions, formulas, menu of fees, and calculations were submitted for reviews. No personal or business income tax returns were available for review.

SUMMARY:

Strengths

- Experienced and knowledgeable
- Secondary source of income – as a contract nurse practitioner
- Very good personal credit score – medium risk level

Weaknesses

- Limited financial resources available
- Lack of secondary support and weak collateral
- Start-up business

If funding request approved, the following are suggested conditions (but not limited to):

1, Controlled disbursement, payment to be made directly to vendor(s) with a current invoice or purchase order or like documentation,

2. Evidence of professional certification(s), license(s), or diploma(s), and

3, Evidence of general business liability insurance.

By: Stanley Tom

Signature: _____ Date: _____

Business Plan: Mariposa Wellness Clinic

1. Executive Summary:
2. Our medical wellness practice aims to provide comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. By combining evidence-based medicine, cutting-edge treatments, and personalized care, we will offer our patients a holistic approach to address their unique health concerns. Our target market includes individuals seeking a proactive and preventive approach to healthcare, as well as those struggling with chronic health issues.
3. Business Description:
4. 2.1 Vision:
5. To become a leading medical wellness practice, recognized for providing personalized, science-based, and integrative healthcare solutions to enhance overall health and wellbeing.

2.2 Mission:

Our mission is to empower individuals to take control of their health through functional medicine, BHRT, and peptide therapies. We will achieve this by offering comprehensive assessments, personalized treatment plans, and ongoing support to optimize health outcomes.

2.3 Services:

- Functional Medicine: We will employ a functional medicine approach, focusing on identifying and addressing the root causes of illness rather than merely treating symptoms.

- Bioidentical Hormone Replacement Therapy (BHRT): We will provide hormone balancing using bioidentical hormones to restore hormonal imbalances and alleviate symptoms associated with aging and hormonal decline.
- Peptide Therapies: We will offer peptide treatments to promote optimal health and address specific health concerns, such as immune support, cognitive enhancement, weight management, and tissue repair.
- Comprehensive Assessments: Patients will undergo thorough evaluations, including comprehensive medical history, laboratory tests, genetic profiling, and lifestyle assessments, to develop individualized treatment plans.
- Personalized Treatment Plans: Based on the assessments, our practitioners will create customized treatment plans, integrating functional medicine principles, BHRT, and peptide therapies to optimize health and wellbeing.
- Ongoing Support: We will provide ongoing support through regular follow-ups, monitoring progress, and adjusting treatment plans as necessary.

2.4 Competitive Advantage:

- Experienced Practitioners: Our team of skilled and knowledgeable practitioners will have expertise in functional medicine, BHRT, and peptide therapies.
- Holistic Approach: By addressing the root causes of health issues and offering personalized treatment plans, we aim to provide comprehensive and effective care.
- Cutting-Edge Therapies: We will stay up-to-date with the latest advancements in functional medicine, BHRT, and peptide therapies, ensuring our patients have access to the most innovative treatments.
- Patient-Centric Care: We will prioritize building strong patient relationships, actively listening to their concerns, and involving them in their treatment decisions.

3. Market Analysis:
4. 3.1 Target Market:

- Individuals seeking a proactive and preventive approach to healthcare.
- Individuals experiencing symptoms related to hormonal imbalances, aging, and chronic health issues.
- Health-conscious individuals interested in optimizing their overall health and wellbeing.

3.2 Market Size and Trends:

The functional medicine market has experienced significant growth in recent years, driven by an increased focus on preventive healthcare and patient demand for personalized and integrative treatments. The bioidentical hormone replacement therapy market is also expanding as people seek alternatives to conventional hormone replacement options. Additionally, the peptide therapy market is gaining traction due to its potential benefits in various health areas.

4. Marketing and Sales Strategy:
5. 4.1 Branding and Positioning:
6. We will establish our brand as a trusted and reputable medical wellness practice by emphasizing our expertise in functional medicine, BHRT, and peptide therapies. Our positioning will focus on personalized care, scientific approach, and exceptional patient experiences.

4.2 Marketing Channels:

- Online Presence: Develop a professional website, regularly update educational content, and optimize for search engines.
- Content Marketing: Create informative blog posts, articles, and social media content to educate the target audience

about the benefits of functional medicine, BHRT, and peptide therapies.

- Referral Program: Implement a referral program to encourage satisfied patients and other healthcare providers to refer new clients.
- Collaborations: Establish partnerships with local gyms, spas, and wellness centers to cross-promote services and reach a wider audience.
- Seminars and Workshops: Conduct educational seminars and workshops to raise awareness about functional medicine and the benefits of our services.

4.3 Sales Forecast:

Develop a sales forecast based on the anticipated number of patient consultations, average treatment plans, and estimated revenue per patient. Regularly review and adjust the forecast based on market trends and performance.

5. Operations:
6. 5.1 Location:
7. Secure a centrally located facility with ample space for patient consultations, treatment rooms, and administrative functions. Ensure compliance with local regulations and accessibility requirements.

5.2 Staffing:

Recruit and retain a team of experienced healthcare practitioners, including functional medicine physicians, nurse practitioners, and other allied health professionals. Additionally, hire administrative staff to handle scheduling, billing, and patient support.

5.3 Technology and Equipment:

Invest in electronic medical records (EMR) software for efficient patient management and data security. Equip the facility with necessary medical equipment, diagnostic tools, and supplies required for assessments and treatments.

6. Financial Projections:
7. 6.1 Startup Costs:

- Facility leasehold improvements and setup
- Medical equipment and supplies
- Staff recruitment and training
- Marketing and advertising expenses
- Legal and licensing fees

6.2 Revenue Streams:

- Patient consultations and assessments
- BHRT treatment plans
- Peptide therapy sessions
- Laboratory test fees
- Supplement sales

6.3 Expenses:

- Personnel salaries and benefits
- Facility rent and utilities
- Medical supplies and equipment maintenance
- Marketing and advertising expenses
- Administrative and professional fees
- Insurance premiums

6.4 Financial Forecasts:

Develop a detailed financial forecast, including projected revenue, expenses, and profitability over the first three to five years. Regularly review and update the forecast based on actual performance and market conditions.

7. Conclusion:
8. By establishing a medical wellness practice with a focus on functional medicine, BHRT, and peptides, we will provide individuals with comprehensive healthcare solutions to optimize their health and wellbeing. Through personalized care, cutting-edge treatments, and ongoing support, we aim to become a trusted partner in our patients' journey towards optimal health.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive a Presentation by National Park Service, Providing an Update on Yosemite Visitor Access Management Plan

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by National Park Service, Providing an Update on Yosemite Visitor Access Management Plan

BACKGROUND AND HISTORY OF BOARD ACTIONS

The National Park Services Has put together a virtual presentation for the Board of Supervisors and the Public regarding the Yosemite Visitor Access Management Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not receiving the presentation and missing out on the opportunity to learn more about the Yosemite Visitor Access Management Plan.

FINANCIAL IMPACT

None

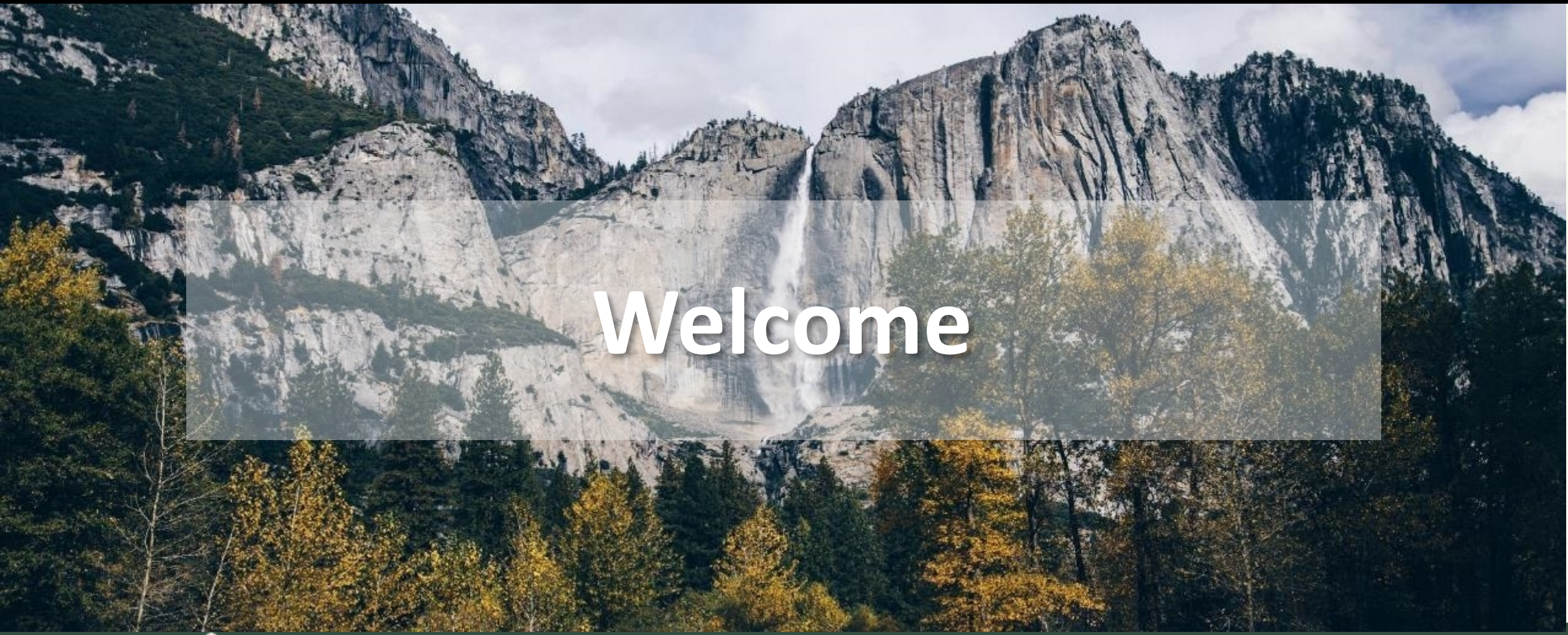
ATTACHMENTS

1. **YOSE VAMP_Presentation for BOS_Aug 2023**

Yosemite National Park

Visitor Access Management Plan

Board of Supervisors Meeting



Welcome



Overview of Presentation

1 | Planning Framework

2 | Project Context and Goals

3 | Planning Process

4 | Potential Strategies

5 | YOUR Critical Role

NPS • 2023

Visitor Use Management Framework Elements



National Park Service VUM Objectives:

- Enhance opportunities to connect visitors to the park's fundamental resources and values
- Implement effective visitor use management to improve experiences and protect resources
- Connect the evaluation of issues, opportunities, and implementation strategies

Project Goals



1. Understand current visitor use patterns and develop long-term strategies to manage use and better connect visitors to the park experience



2. Incorporate best practices for managing visitor use to protect resources and promote high-quality visitor experiences, while meeting legal requirements

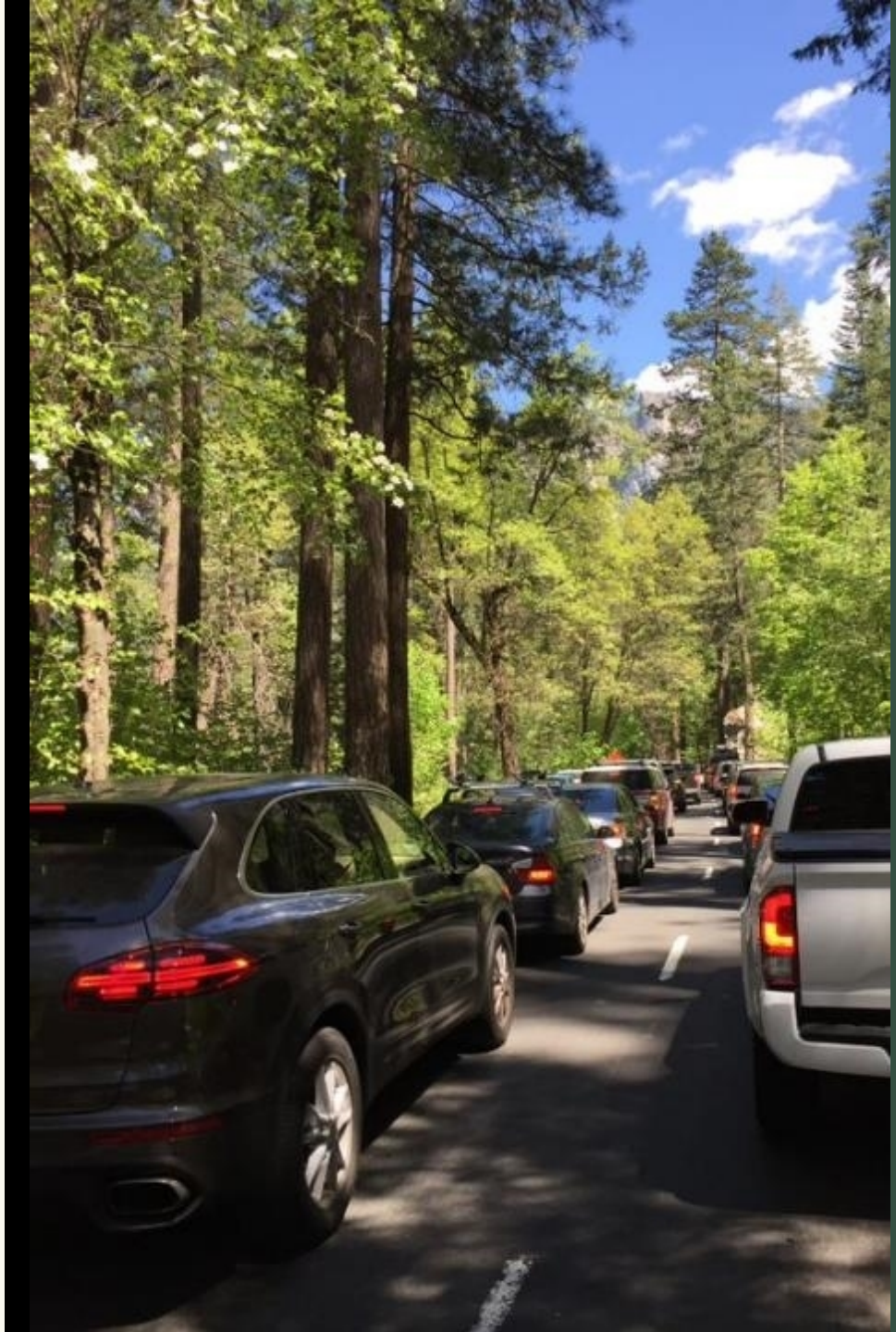


3. Continue to protect the unique resources in Yosemite National Park

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Key Issues This Plan Will Address

- Road and parking congestion that delays emergency response and causes unsafe conditions for visitors and staff
- Long waits at entrances that detract from positive visitor experiences
- Insufficient numbers of staff responding to intense use and maintenance of facilities
- Vegetation impacts from non-designated parking
- Human waste along roads and turnouts and in parking lots



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Civic Engagement Goals



Provide background on the project's purpose, need, and goals.

Inform the public on the planning process and next steps.

Understand the public perception of issues and opportunities that exist which would inform this planning process.

- Comment period – December 9th to February 3rd
- Emails, newsletters, flyers, and postcard distributed
- Civic engagement through public comments
- Park met with the public virtually
- Co-stewardship meetings with Tribes
- Met with interested parties and stakeholders

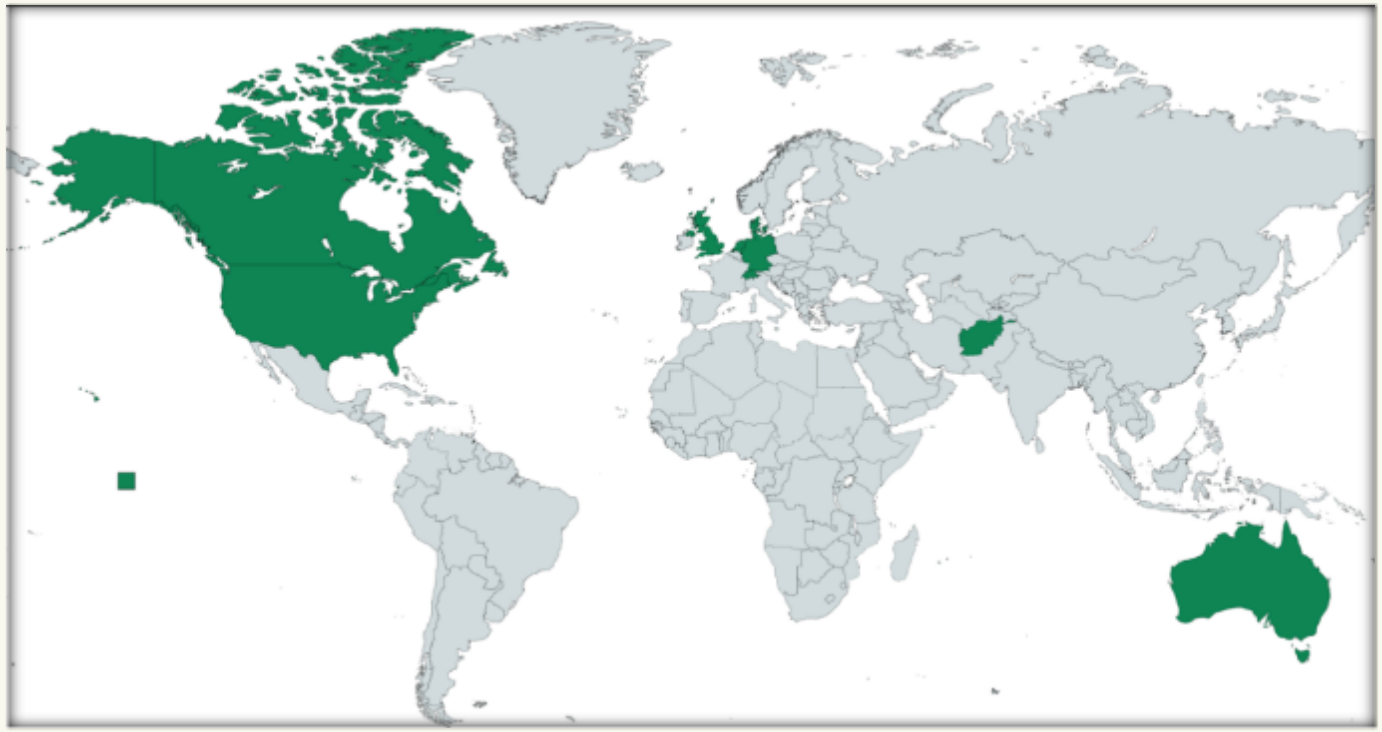
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Winter Civic Engagement Overview

YOSE received 6,993 unique comments from a total of 4,232 correspondences

State	Correspondences
California	1,345
New York	231
Florida	198
Texas	167
Washington	164
Illinois	144
Pennsylvania	140
New Jersey	117
Colorado	112

10 U.S. States with most correspondence, comments were received from all 50 states



- USA (4,209)
- Germany (8)
- Australia (5)
- United Kingdom (3)
- Denmark (3)
- Afghanistan (1)
- Canada (1)
- Netherlands (1)
- Switzerland (1)

NPS • 2023

Project Phases

Phase 1: Foundation & Problem Analysis

- Establish purpose of and need for project
- Identify issues
- Develop project objectives
- Review data and previous studies
- Explore desired conditions
- Engage stakeholders

Phase 2: Explore Solutions

- Explore viable concepts and strategies
- Assemble concepts and strategies into preliminary alternatives – ***Fall 2023 – Winter 2024***
- Identify relevant indicators and thresholds - ***Ongoing***
- Public review of strategies – ***through 9/6***
- Engage stakeholders- ***through 9/6***

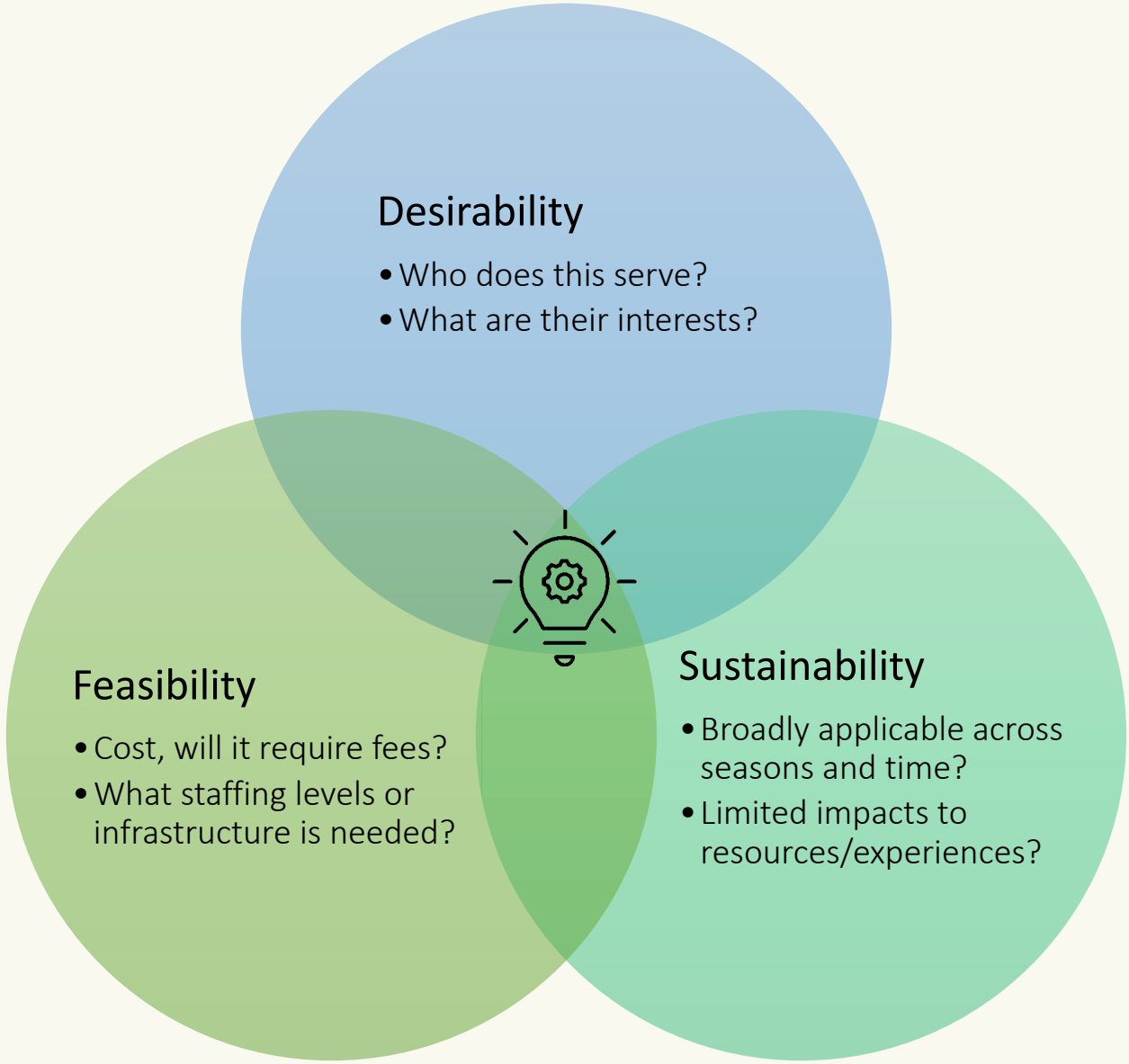
We are here

Phase 3: Decision-making

- Confirm strategies
- Develop draft plan
- Public & stakeholder review
- Evaluate compliance and consultation needs
- Complete consultation and compliance
- Finalize plan

NPS • 2023

Management strategies should consider:



Strategies Topics

As a part of this process, the National Park Service will be evaluating the following strategies:

- implement vehicle reservations for park entry
- improve wayfinding and orientation
- upgrade and modernize entrance stations
- expand bicycle and pedestrian opportunities
- improve transit and shuttle opportunities
- update and modernize infrastructure

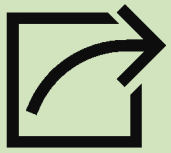


These strategies will help the park manage visitation to meet long-term resource protection and visitor experience goals and protect the park into the future

Comments open through Sept 6

1. At Yosemite National Park, which of the strategies (or combination of strategies) do you think best achieve the purpose of the plan?

2. Are there other strategies or changes to listed strategies that should be considered and analyzed that are not already presented?



Provide your thoughts at:
https://parkplanning.nps.gov/YosemiteVisitorAccess



NPS Photo/Ann Schonlau

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-466

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Final Design of the Mural to be located at APN 013-182-002 (5041 Hwy 140); Authorize the Board of Supervisors Chair to enter into a Lease Agreement with Jennifer and Peter Kiser for Installation of a Mural at this location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with The Garber Family Trust for Installation of this Mural on the Adjacent Property

---

RECOMMENDATION AND JUSTIFICATION

Approve the Final Design of the Mural to be located at APN 013-182-002 (5041 Hwy 140); Authorize the Board of Supervisors Chair to enter into a Lease Agreement with Jennifer and Peter Kiser for Installation of a Mural at this location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with The Garber Family Trust for Installation of this Mural on the Adjacent Property.

The Mariposa Gateway Enhancement Project is being funded by CalTrans' Clean California Grant, and the project is being implemented by the Planning Department. The project consists of both gateway elements and murals that will help celebrate our native landscapes, in particular the flora and fauna found in and along Mariposa Creek, in accordance with the Mariposa Creek Parkway restoration currently underway. The Mariposa Gateway Enhancement project is a direct implementation of the recommendations of the Mariposa County Creative Placemaking Strategy.

The Creative Placemaking Strategy Advisory Committee passed a resolution of support on 7/17/23 for this mural recommending that the Board approve it. Additionally, the project has been preliminarily reviewed by the Historic Sites and Records Preservation Commission on 7/10/23, and is currently scheduled for their final review and approval on 8/14/2023. On August 1st, 2023, the Board approved a mural at 5109 Hwy 140 which is also part of the Mariposa Gateway Enhancement Project. The lease and property use agreement are with willing landowners who own the property and the property adjacent to where the proposed mural will be located, respectively. The property that the mural will be installed on currently houses the Mountain Fitness Gym and is owned by the Kiser's, and the adjacent property is APN 013-182-003 which is the location of the Grizzly Gas Station and is owned by the Garber Trust. This location for the mural was identified in the Creative Placemaking Strategy (CPS; adopted in 2021) as a potential location for future murals due to its visibility for both pedestrian traffic, and adjacency to existing community landmarks, such as the Mariposa Creek Parkway.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received two updates on this project, in addition to the following Board actions:

January 11th, 2023 - RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN

CALIFORNIA GRANT PROGRAM
August 2nd, 2022 - RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS
August 23rd, 2022 - RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS
January 17th, 2023 - RES-2023-28: BUDGET ACTION APPROVING TRANSFER OF FUNDS
July 20th, 2023 - RES-2023-347: APPROVE THE MARIPOSA GATEWAY ELEMENTS
August 1st, 2023 - RES-2023-275: APPROVE PROPERTY USE AGREEMENT WITH JOHN HERTLE FOR INSTALLATION OF A MURAL
August 1st, 2023 - RES-2023-316: APPROVE MURAL AT APN 013-124-003 (5109 HIGHWAY 140)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the project will face significant delays.

FINANCIAL IMPACT

Costs associated with the installation of the murals will be covered by the Clean California Grant budget in Project fund: 5540.

ATTACHMENTS

1. **Garber Trust Agreement**
2. **CPSAC Resolution of Support**
3. **Resolution for Mountain Fitness Mural**
4. **Mountain Fitness Mural Design**
5. **Kiser Lease Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR RIGHT OF ENTRY AND HOLD HARMLESS

THIS AGREEMENT ("Agreement") is made and entered into this Fifteenth day of August 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County") and Kirk and Ian Garber, ("Owner"), pursuant to the following terms and conditions.

Recitals

A. WHEREAS, Owner's property is adjacent to, and the only way of accessing, the exterior wall of an adjacent property where County intends to install a mural with funding provided from the Caltrans Clean CA grant program, in accordance with the recommendations of the Mariposa County Creative Placemaking Strategy; and
B. WHEREAS, County desires to access Owner's property to install and, if needed, maintain the proposed mural; and
C. WHEREAS, the parties desire to allow the County to enter and perform mural installation and maintenance work on the property for the purpose of implementing the Creative Placemaking strategy.

Now, therefore, the parties agree as follows:

RIGHT OF ENTRY

1. Owner grants to County the right to enter the property identified as APN 013-182-003 for the purpose of installing and, as needed in the future, maintaining a mural on the exterior of the adjacent property, identified as APN 013-182-002. Entry onto the property will be the minimum necessary to perform these activities. County personnel or its agents may need to enter at various times throughout the duration of the project.

RELEASE, WAIVER OF DAMAGES AND HOLD HARMLESS

2. Pursuant to the provisions of Government Code Section 53069, County shall indemnify and hold harmless Owner, its agents, employees, and lessees or sub lessees occupying the premises from and against all liability, cost, and expenses for loss or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party hereto) proximately caused by reason of the uses authorized by this right of entry, or from County's breach of the provisions hereof.

3. Owner shall indemnify, defend, release and hold harmless, County, its successors, assigns, employees, officers, supervisors, elected and appointed officials, agents, special districts and their representatives in connection with any liability, expense, damages, costs, response, remediation, removal, fines, interest, charges, penalties, claims, suits, administrative, civil, or criminal proceedings, actions, defense costs or attorneys' or experts' fees and costs (collectively "Claims"), arising directly or indirectly out of the entry on the property and vegetation management activities. This indemnity, defense, release and hold harmless obligations include, without limitation, any claims resulting from pollution or environmental liability of any nature whatsoever including but not

limited to any and all claims, expenses, damages, costs, response, remediation, removal, fines, interest, charges, penalties, lawsuits, administrative proceedings, actions, defense costs or attorneys' fees arising from or related to the threatened, actual or alleged disposal, discharge, dispersal, release or escape of any substance into or upon any person, thing or place including the land, soil, atmosphere, man-made structure and any above or below ground watercourse or body of water or under the Comprehensive Environmental Response, Compensation Liability Act 42 U.S.C. Section 9600, et seq. or the Carpenter Presley-Tanner Hazardous Substance Account Act, Health and Safety Code section 25300, et seq. or any rules or regulations thereunder or any related laws or their equivalents and are freely entered into notwithstanding the provisions of California Civil Code 1542, the rights under which are hereby waived, and which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. This entire Section 3 shall survive the termination of this Agreement.

4. Nothing is this agreement commits the County to Purchase the property.

5. Nothing in this agreement will limit Owner's ability to develop his property to the extent that is allowable by applicable laws in the future.

6. This agreement may be executed in counterparts.

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

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

OWNER

_____
Kirk Garber, Owner

_____
Ian Garber, Owner

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

RESOLUTION NO. 2023-004

A RESOLUTION OF THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE PROCLAIMING SUPPORT FOR THE PROPOSED MURALS FOR THE MARIPOSA GATEWAY ELEMENTS PROJECT.

WHEREAS, the Board of Supervisors passed Resolution 2021-48 adopting the Mariposa County Creative Placemaking Strategy (CPS) and authorizing county departments and agencies to pursue implementing its recommendations; and

WHEREAS, following this action, Mariposa County successfully pursued funding from Caltrans' Clean California grant program to create gateway elements and corresponding murals in the Town of Mariposa that align with the vision of the CPS; and

WHEREAS, collectively, the gateway elements and the murals were conceived as catalysts for a countywide program of gateway elements and murals, in accordance with priority Projects 1 and 4 and Policy 2 in the CPS; and

WHEREAS the project would also serve as a direct implementation of Program 2 of the CPS; and

WHEREAS the County has conducted significant community engagement work, both during the development of the CPS, and at the outset of this specific project, to solicit input on and ultimately shape the final design of the gateway features; and

WHEREAS the final design for the gateway elements were unanimously approved by the Board of Supervisors on June 20, 2023; and

WHEREAS the final murals presented to the Creative Placemaking Strategy Advisory Committee effectively represents the vision and recommendations of the CPS, and reflects the overall outcomes of the project's engagement program.

NOW, THEREFORE, THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Statement of Support and Recommendation for Adoption. The Creative Placemaking Strategy Advisory Committee hereby states its support for the final design of the Mariposa Gateway Murals and recommends that the Board of Supervisors vote to approve this design.

PASSED AND ADOPTED by the Creative Placemaking Strategy Advisory Committee this 17th day of July 2023, by the following vote:

AYES: Cara Goger, Jackie Baxton, Jeanetta Philips, Xav Dubois, Gail Dreifus, Adam Burns, Abby Miller
NOES:
ABSENT: Erica Wolfsen
ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ A RESOLUTION APPROVING THE FINAL DESIGN OF THE MURAL TO BE LOCATED AT APN 013-182-002; AUTHORIZING THE BOARD CHAIR TO ENTER INTO A LEASE AGREEMENT WITH JENNIFER AND PETER KISER FOR INSTALLATION OF THE MURAL IN THAT LOCATION; AND AUTHORIZING THE BOARD CHAIR TO SIGN A PROPERTY USE AGREEMENT WITH THE GARBER FAMILY TRUST FOR INSTALLATION OF THE MURAL IN THAT LOCATION.

WHEREAS, the Board empaneled the Creative Placemaking Strategy Advisory Committee (CPSAC) to facilitate the implementation of the Creative Placemaking Strategy (CPS); and

WHEREAS, the CPS (adopted by the Board in 2021), used innovative, art-driven community engagement techniques to articulate a vision for creative placemaking projects throughout the County and recommends actions to realize that vision; and

WHEREAS, Cal Trans awarded $1,000,000 to the Mariposa County Planning Department through the Clean California Grant program to plan, coordinate, and install gateway features, including murals, in the Town of Mariposa that align with the recommendations of both the CPS and the Mariposa Creek Parkway Master Plan; and

WHEREAS, the selected location for the mural aligns with the CPS's recommendations for public art in the Town of Mariposa; and

WHEREAS, the design reflects an extensive community engagement effort.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors does hereby approve the design of the mural to be located at APN 013-182-002l; and

BE IT FURTHER RESOLVED, the Board of Supervisors does hereby authorize the Board Chair to enter into a lease agreement with Jennifer and Peter Kiser for installation of a mural; and

BE IT FINALLY RESOLVED, that the Board of Supervisors does hereby authorize the Board Chair to sign a property use agreement with The Garber Family Trust for installation of a mural on an adjacent property as part of the Mariposa Gateway Enhancement Project.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 15th day of August 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel



Gym Wall | ‘UUCHUM

‘UUCHUM

This design accompanies the feather gateway concepts with the tail of a Northern Flicker spread widely over “uuchum,” meaning home in Southern Sierra Miwuk.

The design on the new wall combines all elements of the previous iteration. A topo map of Mariposa anchors the mural in the town’s land and water. Symbols of the Southern Sierra Miwuk Nation dance over the map and across the wall. Coyotes howl on braided bunchgrass with Mariposa lilies woven in and out of the letters.

AGREEMENT TO LEASE EXTERIOR WALL SURFACE TO ALLOW INSTALLATION OF MURAL

This Permit Lease/Agreement (the "Agreement") is made on August___, 2023 between Jennifer Kiser and Peter Kiser (hereinafter referred to as the "Property Owner"), with an address of 5041 Highway 140, Mariposa, CA 95338, and the County of Mariposa, 5100 Bullion St., Mariposa, California 95338 (hereinafter referred to as the "County") to permit Artist, who is party to the agreement authorized by Resolution 2022-490 adopted on August 23, 2022, to install gateway elements in the Town of Mariposa, including a Mural in the County at the Property Owner's address (the "Mural" and/or "Project").

1. LOCATION & DEPICTION OF THE MURAL

The Property Owner and the County agree that the Artist shall install the Mural on the exterior surface of the Southeast façade of the premises at 5041 Highway 140, Mariposa, CA 95338. County shall select the design of the mural in its sole discretion. County, as trustee, consents to the southeast wall preparation with stucco or treating and painting the existing redwood siding as an improvement of at least equal value to the building in its current condition.

2. AUTHORIZATION PROPERTY

Property Owner authorizes Artist to install the Mural at the Project Site.

3. TERM

This agreement shall have a term of ten years from the effective date. County agrees to maintain the Mural on the Project Site for ten years from the date that installation is completed. Property Owner grants the County reasonable access to maintain the Mural during the term of this agreement. After expiration of this agreement, Property Owner shall be responsible to maintain the Mural, unless an additional maintenance agreement between Property Owner and County is established.

4. SUPERVISION

County shall notify Owner in writing when Artist intends to install the Mural so that Owner can supervise Artist's installation to the extent necessary to protect Owner's surface-mounted facility from damage. Artist may proceed with the installation if Owner is not present.

5. INSTALLATION & COMPLETION OF THE MURAL

The Property Owner shall prepare the exterior surface for installation of the mural by removing the existing vinyl siding and restoring and painting the existing redwood siding or applying stucco. Stucco shall be installed following the standards outlined in Section 2510 of the California Building Code and the local Building Department Standards. Stucco finish shall be smooth to resemble adobe. Restoration and paint shall meet all construction standard requirements applicable.

The Property Owner shall complete the preparation of the exterior surface by September 20, 2023.

The County shall bear no responsibility for preparation of the exterior surface.

Upon completion of the exterior surface preparation, Property Owner shall give notice of completion of the exterior surface preparation to County. Within 30 days of receipt of the notice of completion, County shall pay Property Owner a lump sum payment of $23,046. This lump sum payment shall compensate the Property Owner for the exterior surface preparation and the use of the exterior surface for a mural for the entire term of this agreement.

The Property Owner and the County agree that the Artist shall follow the established project schedule. During installation, the Artist will use reasonable efforts at all time to safely guard the Project, the Property and adjacent property, including underground utilities, from damage, injury or loss in connection with the Project. Artist will provide, erect, and maintain barricades, fences, lights, and other devices, as the County may require, to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement. Additionally, the Artist will clean up the site at reasonable intervals and at other times when directed by the County. At all times, the site will be kept clean, free of dust, construction debris, and trash. Upon completion of the Project, Artist will remove all equipment and any waste materials, not previously disposed of, leaving the site thoroughly clean.

The Property Owner is responsible for applying for and receiving local permits related to the wall preparation, including the minor remodel permit required by Mariposa County and the necessary inspections. The County will offer administrative support, in terms of facilitating and assisting with the relevant review processes, as needed, and will be responsible for the permits and approvals needed to authorize the mural.

The Artist will notify the County when the Mural is fully installed and complete. If work on the mural has begun but is permanently stopped, due to actions by the County, the County agrees to restore the wall to its pre-mural condition, including repainting the wall as necessary.

6. LOSS OF MURAL

In the event of fire, accident, strike, delays, floods, acts of God, or other unforeseen causes beyond the reasonable control of the parties that necessitates the loss of the Mural, the Parties hereto release the other from any and all obligations herein contained and from any and all damages that result or may result from the loss of the Mural, other than as specified herein.

7. REVOCATION OF AGREEMENT

This Agreement is revocable by the County, if it is determined at any time that the Mural being installed does not comply with the approved application. Upon revocation of a permit, all work on the Mural shall stop immediately.

If any party fails or refuses to perform according to the terms of this Agreement, a declaration of default by any party must be made in writing to the other party, describe how the allegedly defaulting party has failed to perform according to the terms of this Agreement, and provide a reasonable opportunity to cure the default that is consistent with the approved Project.

8. AMENDMENT

This Agreement may be amended if agreed to in writing executed by all of the parties hereto, and subject to approval by County if any amendment is not consistent with County Code or is not consistent with the Project as approved by County.

9. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California. Any legal action to enforce or interpret the terms of this Agreement shall be brought in a court of competent jurisdiction in Mariposa County, California.

10. INDEPENDENT CONTRACTOR

The County and Property Owner agree that an employer-employee relationship does not exist between them, and that their relationship is strictly that of contract.

11. NOTICES

The addresses listed in the first paragraph of page 1 shall be used for all notice requirements, unless stipulated otherwise in writing.

12. SEVERABILITY

If and to the extent that any court of competent jurisdiction is unable to construe part or all of any provision of the Agreement, and holds part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of the Agreement, which shall remain in full force and effect.

13. CAPTIONS

The captions at the beginnings of the several sections of the Agreement are not a part of the context hereof but are merely labels to assist in locating and reading such sections, and shall be ignored in construing the Agreement.

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

COUNTY OF MARIPOSA:

_____
Miles Menetrey, Chair
Board of Supervisors

PROPERTY OWNER:

_____
Jennifer Kiser and Peter Kiser
Property Owner

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel/Risk Manager

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-467

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Submittal of a Grant Application to the Regional Resilience Planning and Implementation Grant Program from the Governor's Office of Planning and Research to Develop a Climate Resilence and Adaptation Strategy for $300,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of a Grant Application to the Regional Resilience Planning and Implementation Grant Program from the Governor's Office of Planning and Research to Develop a Climate Resilence and Adaptation Strategy for $300,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; And Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

The proposed project we are seeking to fund is the creation of a Climate Resilience and Planning Strategy for Mariposa County. The purpose of this Strategy is to create a plan framework to update and align the County's General Plan with state policies including housing, environmental justice, climate adaption, and other county plans, such as the Mariposa Creek Parkway Master Plan, Local Hazard Mitigation Plan, the Community Wildfire Protection Plan, Integrated Mobility and Housing Strategy the Recreation and Resiliency Master Plan, and the Agriculture and Working Landscape Conservation Plan, (which is currently being developed). The Strategy will help the county prepare for the 2026 General Plan update by prioritizing the implementation of tasks based off our local plans and the state policies that are already in place. The project proposes to use the Governor's Office of Planning and Research Plan Alignment tool for County plan alignment tasks.

The funds will go towards hiring a consultant that would work with a core team of stakeholders including the Resource Conservation District, the Mariposa County Fire Advisory Committee, the Southern Sierra Miwuk Nation, and the Office of Emergency Services and others to develop the Strategy. The consultant will also lead a rigorous community engagement effort to ensure public input is reflected in the completed Strategy.

Announcement of grant award or rejection will occur in November 2023. If successful, grant work would have to be completed by July 1st, 2026. The anticipated amount requested is $300,000 with no match required.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

We will not receive external funding for climate adaptation and resilience in the county.

FINANCIAL IMPACT

This action would generate $300,000 in external funding. There is no required match.

ATTACHMENTS

1. **Letter of Support**
2. **Resolution**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
NAYS:	District II Supervisor Poe

August 15, 2023

Governor's Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

To the ICARP Regional Resilience Planning and Implementation Review Panel,

I'm writing on behalf of the Mariposa County Board of Supervisors who voted in support for Mariposa County's application to the Regional Resilience Planning and Implementation Grant Program in support of our project, *Climate Resilience and Adaptation Strategy.* I currently serve as the chair of Board of Supervisors, and it is the view of the Board of Supervisors that this project will advance our community's efforts to become more climate resilient.

Over the past decade, our community, like many others in the state, have experienced an increase in the number and severity of wildfire, flooding, heat waves, and drought. In 2022, the Oak Fire destroyed 127 residences and 66 outbuildings. In 2023 the atmospheric river events cause thousands of dollars of damages and let to closure of many business and government offices as the owners were unable to leave their homes and were without power for days to weeks. These events impact our community in a number of ways. Not only do they cause destruction to properties and lives, but they also impact our economy since the economic driver in the county is tourism. Our community is full of culture and history, but we are also a disadvantaged community and that makes us even more vulnerable to the impacts of extreme weather events and less capable of recovering from them.

In 2026, our county will be updating the General Plan, and this is a wonderful opportunity to prioritize the update so that we satisfy both state policies and local plan recommendations. The two state policies this project will address are Senate Bill 1000 and Senate Bill 379 which requires the next update of the General Plan address environmental justice and climate adaptation and resiliency, respectively. The local plans that will be included in this project are the Recreation and Resilience Master Plan, Local Hazard Mitigation Plan, Community Wildfire Protection, and the Agriculture and Working Landscape Conservation Plan, which will be completed by the time the grant awards are announced.

Ultimately, this grant will allow the county to focus resources on increasing our climate resilience and ability to recover from destructive natural disasters. This is a tremendous opportunity, one to which I offer the Board of Supervisors' full support.

Sincerely,

Miles Menetrey
Board Chair, Mariposa County Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ A RESOLUTION APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE REGIONAL RESILIENCE PLANNING AND IMPLEMENTATION FROM THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH TO DEVELOP A CLIMATE RESILIENCE AND ADAPTATION STRATEGY FOR $300,000; AUTHORIZING THE BOARD OF SUPERVISORS CHAIR TO SIGN THE LETTER OF SUPPORT; AND AUTHORIZING THE BOARD OF SUPERVISORS CHAIR TO SIGN THE GRANT AGREEMENT, IF AWARDED (SUBJECT TO APPROVAL AS TO LEGAL FORM BY COUNTY COUNSEL).

WHEREAS, in 2016, the California Legislature passed Senate Bill 1000 which requires jurisdictions with disadvantaged communities either include an environmental justice element in their general plan or incorporate environmental justice goals, policies, and objectives throughout other general plan elements, and the bill is triggered when a jurisdiction concurrently adopts or revises two or more general plan elements if it includes one or more disadvantaged communities; and

WHEREAS, in 2016, the California Legislature passed Senate Bill 379 which requires all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans, and the bill is triggered upon the next revision of a general plan or local hazard mitigation plan, the safety element is to be updated as necessary to address climate adaptation and resiliency strategies applicable to the city or county; and

WHEREAS, there is a need to prioritize of the aspects of the general plan that need to be updated in order to meet state polices and local plan recommendations and strategies; and

WHEREAS, the next General Plan update will occur in 2026.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the submittal of a grant application to the Regional Resilience Planning and Implementation from the Governor's Office of Planning and Research to develop a Climate Resilience and Adaptation Strategy for $300,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 15th day of August 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

_____
Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Receive a Presentation by the Planning Director, Providing an Update on the Agriculture and Working Landscape Conservation Plan

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by the Planning Director, Providing an Update on the Agriculture and Working Landscape Conservation Plan

BACKGROUND AND HISTORY OF BOARD ACTIONS

The county was awarded a grant from the Department of Conservation Sustainable Agricultural Lands Conservation Program to develop an Agriculture and Working Landscape Conservation Plan (AWLCP) for the county. The purpose of the AWLCP is to implement specific General Plan tasks, while reinforcing established County policies for the protection and longevity of the County's long-cherished Ag lands and achieving the State's Greenhouse Gas (GHG) reduction and climate goals. The Planning Department used the grant funds to hire a consultant team led by Cultivate who has worked extensively with a Core Team of stakeholders that represent a diverse range of agricultural and working lands professions and interests. This core team includes the Mariposa County Resource Conservation District, California Cattlemen's Association, University of California Agriculture and Natural Resources Cooperative Extension (UCANR), Sierra Foothill Conservancy, Mariposa Future Farmers of America (FFA) and the County Agricultural Commissioner's Office.

At this point in the project, Cultivate has produced a second draft of the AWLCP and is seeking input on the draft with the assistance of the Core Team. In this draft are strategies that focus on: 1) building capacity, education and awareness, 2) Working Lands Economic Resilience, and 3) Community Resilience Incentives. According to the AWLCP, it's goal is to "link working lands preservation, thoughtful land use planning, agricultural enterprise and enhanced partnerships into a comprehensive "call to action" community effort."

September 10th, 2019 RES-2019-522: Approving the Submittal of an Application to the Sustainable Agricultural Lands Conservation (SALC) Program Grant

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action is requested

FINANCIAL IMPACT

No action is requested

ATTACHMENTS

1. **AWLCP Draft**
2. **AWLCP Draft 2 Appendices**
3. **AWLCP PowerPoint**

MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN.



An Action Plan for investment in our agricultural & working lands for regional resilience

AWLCP

SECOND DRAFT | JULY 31, 2023

MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN.

An Action Plan for investment in our agricultural & working lands for regional resilience

AWLCP

SECOND DRAFT | JULY 31, 2023



MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN.

AWLCP

INTRO

ACKNOWLEDGEMENTS VI
FOREWORD VII
STRATEGIES AT-A-GLANCE VIII
ACRONYMS X

CHAPTER 01

VISION 01
1.1 INTRODUCTION
1.2 A VISION FOR A SHARED FUTURE - HONORING AND INVESTING IN THE WORKING LANDS OF MARIPOSA COUNTY
1.3 SETTING THE TABLE FOR LONG-TERM COMMUNITY RESILIENCE: THE ORGANIZATIONAL FRAMEWORK
1.4 FOCUS AREAS AND MAIN OBJECTIVES
1.5 IMPLEMENTATION - SOLVING FOR TOMORROW, TOGETHER

CHAPTER 02

BACKGROUND & CONTEXT 11
2.1 PLAN PURPOSE
2.2 REGIONAL & LOCAL CONTEXT
2.3 THE AGRICULTURAL & WORKING LANDS CONSERVATION PLAN DEVELOPMENT

CHAPTER 03

KEY FINDINGS 25
3.1 ECOSYSTEM SERVICES ASSESSMENT
3.2 ECONOMIC FINDINGS
3.3 EDUCATION & AWARENESS
3.4 COMMUNITY INPUT

CHAPTER 04

STRATEGIES AND IMPLEMENTATION ACTIONS 31
FOCUS AREA 1: BUILDING CAPACITY, EDUCATION AND AWARENESS
FOCUS AREA 2: WORKING LANDS ECONOMIC RESILIENCE
FOCUS AREA 3: COMMUNITY RESILIENCE INCENTIVES

APPENDICES

A AGRICULTURAL & WORKING LANDS ECONOMIC DEVELOPMENT FRAMEWORK, BAE URBAN ECONOMICS, MARCH 2023
B ECOSYSTEMS SERVICES ASSESSMENT FOR THE MARIPOSA COUNTY AGRICULTURAL AND WORKING LANDSCAPE CONSERVATION PLAN, ECOMETRICS, JUNE 2023
C AGRICULTURAL EDUCATION AND AWARENESS REPORT, SAGE, MARCH 2023
D STAKEHOLDER LISTS AND DRAFT OUTREACH & ENGAGEMENT PLAN, FALL 2023
E AGRICULTURAL CONSERVATION POLICY & LAND CONSERVATION ASSESSMENT FOR MARIPOSA COUNTY, APRIL 2023
F KEY FINDINGS, TRENDS AND QUOTES FROM FALL 2023 SURVEY, FEBRUARY 2023

ACKNOWLEDGMENTS

This ***Mariposa County Agricultural & Working Lands Conservation Plan*** (AWLCP or ***Action Plan***) was developed through the engagement of ranchers, farmers, local government, non-profit organizations, the Southern Sierra Miwuk Nation (SSMN), conservation partners, businesses and agencies. Together, the ***Action Plan*** was developed to offer recommendations to envision a resilient future for working lands in Mariposa County. Thanks to all for stepping up and helping to move this effort forward. Please refer to Appendix D for the complete list of Core Partners and Stakeholders who gave their time and inputs to this critical project.

CORE PROJECT TEAM

MARIPOSA COUNTY

Steve Engfer
Deputy Planning Director

Mikey Goralnik
Senior Community Design and Development Planner

Tara Schiff
Economic Development

Kaitlyn Casner
Planner II

Hannah Harrison
Community Design and Development Planner

Ben Ogren
Senior GIS specialist

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE & WEIGHTS AND MEASURES, AGRICULTURAL COMMISSIONER & COUNTY SEALER'S OFFICE

Monica Nielson
Agricultural Commissioner

UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION SERVICE (UCCE)

Fadzayi Mashiri
Director

CALIFORNIA CATTLEMEN'S ASSOCIATION

Tony Tosso
President

SIERRA FOOTHILL CONSERVANCY

Bridget Fithian
Executive Director

Lauren Miller
Conservation Director

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

Melinda Barrett
Executive Director

MARIPOSA COUNTY ARTS COUNCIL

Cara Goger
Executive Director

Clay River
Lead Teaching Artist

Daisy Phillips
Graphic Design & Survey Coordinator

SPECIAL THANKS TO:

Southern Sierra Miwuk Nation and the American Indian Council of Mariposa
Economic Development Specialist

Tara Fouch-Moore
Tribal Secretary & Project Manager

Jazzmyn Gegere
Cultural Preservation Department Manager

CONSULTANT TEAM

Amie MacPhee
AICP, Cultivate, Planning & Policy Co-Lead

Serena Unger
Urban Rural Regional Strategies, Planning & Policy Co-Lead

Matt Kowta
BAE Urban Economics, Real Estate and Farming Economics Lead

Sibella Kraus
Sustainable Agriculture Education (SAGE), Sustainable Farming Industry & Regional Food Systems Lead

Ed Piñero and Huda Elasaad
EcoMetrics, LLC Ecosystems Assessment Leads

Candice Miller
Cultivate, Graphic Design Lead

PHOTOGRAPHY CREDITS

Amie MacPhee
(additional credits TBD)

FOREWORD

TBD

LAND ACKNOWLEDGEMENT

We, the historical community of Mariposa County, acknowledge and honor the traditional homelands of the Southern Sierra Miwuk. In the spirit of unity, we recognize the Southern Sierra Miwuk Nation as the traditional stewards of these lands and waters for over ten thousand years. We value and respect their historical as well as contemporary contributions to our community and landscape, and our enduring relationship. In good faith we endeavor to stay engaged with the indigenous people of Mariposa County in a meaningful way.

FOCUS AREAS & RECOMMENDED STRATEGIES

QUICK REFERENCE GUIDE

	FOCUS AREA 1 **BUILDING CAPACITY, EDUCATION & AWARENESS**
FS 1	Develop a Mariposa Working Lands Roundtable to improve pathways to the economic success of farmers and ranchers and enhance trust and collaboration among the agricultural community, the tribal community, County leadership and staff, and other key stakeholders.
1A	Develop a Roundtable Working Group to reinforce the Southern Sierra Miwuk Nation's essential role in land conservation, stewardship, and climate action efforts with capacity building support.
1B	Develop a Roundtable Working Group focused on building capacity to increase climate resilience.
1C	Develop a Roundtable Working Group focused on continuing and maintaining best practices and passing on knowledge by increasing educational and mentoring programs for new and future ranchers, farmers and producers on various topics and for diverse land types, with a focus on developing demonstration or pilot projects.
1D	Create a "Conservation Jobs Training'' program to build capacity and catalyze job growth in the conservation sector.
1E	Develop school childrens' foundational knowledge about agriculture and related agricultural career pathways.
1F	Build on the Mariposa County Creative Placemaking Strategy to support the Art, Cultural & Agricultural Creative Placemaking Program that leverages design and visual/ media/performing arts to explore the many historic and contemporary stories related to the cultural and agricultural legacies in Mariposa.
	FOCUS AREA 2 **WORKING LANDS ECONOMIC RESILIENCE**
FS 2	Adopt an ordinance (or program) to create a local food and cultural core for the town of Mariposa. This revitalization effort could connect the County's working landscapes and agricultural enterprises to the local community and visitors in the town of Mariposa by spotlighting the County's distinctive cultural, artistic and working lands identity.
2A	Develop small-scale animal processing for local livestock producers.
2B	Promote consumer direct sales of locally-produced meats.
2C	Provide incentives for the establishment of a brick and mortar Butcher Shop.
2D	Develop, implement and scale forest biomass for energy generation.
2E	Explore the opportunities for manufacturing products using locally harvested wood.
2F	Enhance zoning to encourage the establishment of infrastructure and support uses that facilitate the growth of the agricultural economy.
2G	Build on the "Made in Mariposa" program and existing tourism programs and add a new "Explore Mariposa" program to support the growing awareness of the importance of working lands to the health and resiliency of the region and the State.
2H	Establish an agricultural branding cooperative and "community of practice" made of farmers and ranchers to create a community of collaboration that builds a Mariposa grown brand and develops a shared mission to grow value-added production, reach local and broader markets, and showcase agricultural and cultural products through local, regional, and Yosemite gateway retail outlets.
2I	Establish a Ranch/Farm Days Program.
2J	Establish an Annual Food-Related "Made in Mariposa" Festival.
2K	Establish a Native American Educational and Events Center to serve as a gathering place where Native culture is celebrated.

	FOCUS AREA 3 **COMMUNITY RESILIENCE INCENTIVES**
FS 3.1	Establish a Mariposa County Working Lands Resiliency District (WLRD).
FS 3.2	Develop a holistic Regional Working Lands Conservation Program within the County to utilize stronger incentives to facilitate investments in strategic working lands.
3A	Build capacity within the County to holistically support the implementation of this Action Plan and the working lands economy and investments.
3B	Identify and secure funding for scaling carbon farming and other nature-based solutions countywide.
3C	Continue to explore options for forest and land stewardship opportunities in collaboration with the Native American community.

ACRONYMS

BLM - Federal Bureau of Land Management

DoC - California Department of Conservation

CCC - California Conservation Corp

CDFA - California Department of Food and Agriculture

CNRA - California Natural Resources Agency

EDC - Economic Development Corporation

MAC - Mariposa Arts Council

MCFAC - Mariposa County Fire Advisory Committee

MCHS - Mariposa County High School

NPS - National Park Service

RCD - Resource Conservation District

SFC - Sierra Foothill Conservancy

SGC - Strategic Growth Council

SSMN - Southern Sierra Miwuk Nation

USDA - United States Department of Agriculture

UCCE - University of California Cooperative Extension

UC ANR - University of California Division of Agriculture and Natural Resources

YMCTB - Yosemite Mariposa County Tourism Bureau



01

CHAPTER 01.

THE VISION.

1.1 INTRODUCTION

The Mariposa County Agricultural & Working Lands Conservation Plan (AAWLCP, Plan or ***Action Plan)*** is the result of a community-led effort to invest in working lands as a long-term cultural, social and economic resource while responding to the changing climate. This ***Action Plan*** links working lands preservation, thoughtful land use planning, agricultural enterprise and enhanced partnerships into a comprehensive "call to action" community effort.

The effort is led by a diverse group of community stakeholders, including ranchers and farmers, representatives of local government agencies, conservation partners, representatives of community-based organizations, and the Southern Sierra Miwuk Nation (SSMN). It is funded by a grant from the State of California's *Sustainable Agricultural Lands Conservation (SALC)* program.

THE FUTURE.

1.2 A VISION FOR A SHARED FUTURE - HONORING AND INVESTING IN THE WORKING LANDS OF MARIPOSA COUNTY

Mariposa County occupies over 1,400 square miles of the Sierra Nevada foothills on land traditionally occupied by the Southern Sierra Miwuk Nation (SSMN). It is located at the western gateway to Yosemite National Park and occupies the southern tip of the Mother Lode, (California's "Gold Rush Belt"), with the Town of Mariposa founded along Mariposa Creek in 1850 as a mining town. Due to the County's proximity to Yosemite National Park and the well-known California Gold Rush legacy, these two narratives have dominated the identity of "Mariposa County". For good reason, these two histories have been, and will continue to be, potent and important economic drivers for the region.

Working Lands Value in Mariposa County

The County's early history in enacting one of the state's first "right to agricultural activities" ordinances, its commitment to upholding and funding the Williamson Act program, and a General plan that elevates agriculture as an essential element to the identity of Mariposa County, provides a strong starting point for the development of this Action Plan. This ***Action Plan*** aims to amplify and provide a long range conservation vision for the ongoing critical cultural, social and economic contributions of the County's working lands. As of 2020, the County's leading agricultural commodity was cattle and calves, and the agricultural production gross value was over $36.7 million with 73 percent (or $27 million) in cattle and calves. Almost all of the County's agricultural land is in grazing (over 402,000 acres), with less than one percent in farmland.[1] **Cattle ranching currently anchors Mariposa County's agricultural economic activity.**

Not only do working lands provide food and working lands jobs, they provide foundational environmental, cultural and social benefits including the vast views of the foothills, clean air, water availability, climate amelioration, buffers for wildfire protection and storm protection. Together these benefits are called "ecosystem services" or "natural capital". Each of these services is fundamental to the region's identity, health, safety, quality of life, and economy. Currently, the "natural capital" of Mariposa's natural and working lands is estimated to be over $7.5 billion (refer to Appendix B, *Ecosystem Services Assessment, and Section 3*).



CATTLE RANCHING CURRENTLY ANCHORS MARIPOSA COUNTY'S AGRICULTURAL ECONOMIC ACTIVITY

CURRENTLY, THE "NATURAL CAPITAL" OF MARIPOSA'S NATURAL AND WORKING LANDS IS ESTIMATED TO BE OVER $7.5 BILLION.

1 CA Department of Conservation, Farmland Mapping and Monitoring Program (FMMP)



WHAT ARE ECOSYSTEM SERVICES?

Ecosystem services are defined as the direct and indirect contributions of ecosystems to human well-being, and have an impact on our survival and quality of life. There are four types of ecosystem services: ***Provisioning, regulating, cultural and supporting services:***

- ***Provisioning*** *services are characterized by the ability of humans to obtain products from ecosystems, such as food, water and resources, including wood, oil and genetic resources and medicines.*
- ***Regulating*** *services are categorized as any benefit obtained from the natural processes and functioning of ecosystems. Examples include: climate regulation, flood regulation and other natural hazard regulation, pollination, water purification and more.*
- ***Cultural*** *services include non-material benefits that people can obtain from ecosystems. These include spiritual enrichment, mental health benefits, intellectual development, recreation and aesthetic values.*
- ***Supporting*** *services are those that are necessary for the production of all other ecosystem services. Examples include biomass production, production of atmospheric oxygen, soil formation and retention, water cycling and provisioning of habitat.*

Challenges to Mariposa County's Quality of Life

The coming decades however bring new challenges. As economic stresses and changing climate continue to threaten Mariposa County's working lands vitality, fundamental changes to planning policies along with new investments and programs are needed to not only protect working lands, but to ensure that a legacy of environmental stewardship and economic opportunity is passed onto the next generation. Though the County does not face the development pressures seen in many of California's agricultural regions, the chief challenges in Mariposa are the threat of wildfires, more severe storms, hotter and drier summers, and reduced water supply. Failure to adapt to these threats has serious repercussions for the entire community, including:

- *Declining income and employment from working lands,*
- *Loss of the ecosystem services provided by working lands,*
- *Increasing frequency of park closures due to climate events and the resulting loss in economic revenue to the region, and*
- *Loss of the quality-of-life benefits provided by working lands*

In the face of these emerging risks, adaptive strategies can ensure the continuing vitality of working lands over the coming decades. This ***Action Plan*** outlines a conservation vision that directs land protection and stewardship efforts for the coming decades. The approach is multi-faceted and layered in order to provide a holistic solution to the challenges that lie ahead. This approach includes strategies that:

- *expand economic opportunities for farm and ranch operators;*
- *provide a supportive environment that encourages and facilitates new entrants into ranching and farming by investing in education, training programs and pilot projects;*
- *support the continuation and expansion of climate-smart land stewardship through multi-faceted conservation and educational programs; and*
- *provide direction for community investment and support for the continued vitality and visibility of Mariposa's working lands.*

A Vision for Mariposa County: Shared Stewardship and the Power of Collaboration

Protection of and investment in the working lands of Mariposa County and the multiple benefits they provide are essential to the continuing health, vitality and identity of Mariposa County. Through collaboration and shared stewardship, the community can continue to build on the thriving agricultural sector that provides economic opportunity, supports community well-being, and preserves the health of the natural resources for generations to come.

This Action Plan recommends strategies that aim to:

- **PROTECT**

Protect and invest in the network of ranches, farms, and natural lands that define the County's unique identity and provide increased resilience to a changing climate;

- **ENHANCE**

Enhance awareness and education in the community about the benefits that working lands provide, and the importance of supporting their long-term preservation;

- **CULTIVATE**

Cultivate a diverse and resilient agricultural sector that attracts new ranchers and farmers while embracing sustainable agricultural practices;

- **HONOR**

Continue to honor and support the ranching and farming community, conservation partners, the Southern Sierra Miwuk Nation, and organizations that together have stewarded and sustained these lands; and

- **FOCUS**

Focus on development of community partnerships that, together, bring a unique blend of expertise and experience to meet the challenges ahead.



WHAT DO WE MEAN BY "WORKING LANDS"?

Working lands are the rangelands, ranches, farms and forestlands used to support livelihoods. Their value extends beyond a dollar amount. Working lands are recognized as homes to wildlife, areas that protect open space, that clean our air, provide our food and the local community with a sense of place. These "extra" conservation and cultural values are growing in importance as the wildlands that are traditionally seen as harboring these values are increasingly threatened and fragmented. Because of this, working lands are valued not only by the people who earn their livelihoods from the land, but also from communities that recognize the value of working landscapes to supply our food, protect nature, and provide numerous social and cultural benefits.

> CALIFORNIA RANGELANDS HAVE A LONG HISTORY OF WITHSTANDING PHYSICAL, ECOLOGICAL, AND ECONOMIC CHANGES. CAREFUL MANAGEMENT CAN HELP RANGELANDS REMAIN ECOLOGICALLY HEALTHY AND ECONOMICALLY PRODUCTIVE UNDER FUTURE CLIMATE. RANCHERS ARE ALREADY USED TO DEALING WITH LARGE YEAR-TO-YEAR VARIABILITY, AND THEIR LONG-TERM KNOWLEDGE OF THEIR LAND WILL BE A KEY INGREDIENT IN CRAFTING CLIMATE ADAPTATION PLANS THAT ARE LOCALLY APPROPRIATE."
>
> *- Climate Vulnerability Assessment of California Rangelands, USDA California Climate Hub, 2017*

1.3 SETTING THE TABLE FOR LONG-TERM COMMUNITY RESILIENCE: THE ORGANIZATIONAL FRAMEWORK

This ***Action Plan*** looks at Mariposa County's working lands economy from an integrated systems perspective and is organized around three focus areas of equal importance:

FOCUS AREA 01	FOCUS AREA 02	FOCUS AREA 03
		
BUILDING CAPACITY, EDUCATION & AWARENESS	**WORKING LANDS ECONOMIC RESILIENCE**	**COMMUNITY RESILIENCE INCENTIVES**

These focus areas make up the foundational system of advancing the ***Action Plan*** and are intended to guide decisions and priorities.

The framework of this document is based on the idea that innovation is most likely to occur in areas where the focus areas overlap, and where ranchers, farmers, nonprofits, government agencies, tribal representatives, educational institutions, and others work together in concert. *The goals of this framework are:*

COMMON AGENDA

To articulate a shared community-driven vision and actions that strengthen the regional agricultural economy.

COLLABORATION AND COMMUNITY ACCOUNTABILITY

To build on a range of opportunities for increased communication and collaboration across a diversity of community members and organizations, while identifying key leadership roles and an effective organizational framework.

MUTUALLY REINFORCING ACTIVITIES

To support and build on existing agricultural and food system projects, programs and organizations and advance new ideas in a coordinated and directed fashion.

1.4 FOCUS AREAS AND MAIN OBJECTIVES

The three focus areas identify a set of objectives, recommended strategies, near-term action steps and implementing partners (refer to Chapter 4). The strategies describe programs and projects that range from short-term wins to bold, long-term efforts. It is anticipated that when this ***Action Plan*** is adopted, it positions the County and community partners to seek funding for its implementation. The focus areas and main objectives are summarized below:



FOCUS AREA 01

BUILDING CAPACITY, EDUCATION & AWARENESS

Increasing capacity and integration across community partners to build awareness and educational opportunities is an essential piece of implementing this ***Action Plan***. This means building on the County's existing social capital to align, leverage and scale resources, particularly through partnerships. Building awareness of nature-based climate solutions and their ability to deliver environmental, economic, public health and equity improvements to the community's working lands is critical to the success of this ***Action Plan***. Honoring and investing in the County's working lands reinforces the community's cultural identity and long-term resilience.

This focus area provides a set of strategies that emphasize the need for the community to build capacity and create a shared vision that highlights the critical role that working landscapes play in a resilient future. Strategies are based on the following objectives:

- ***Catalyze collaborative and integrated partnerships and build the capacity of institutional and community structures*** *to support agricultural and working lands conservation, on-the-ground climate smart agricultural practices, and rural community investment with education, technical assistance, and voluntary financial incentives.*
- ***Continue to build on the efforts to promote local working lands****, including elevating a culture of land stewardship, and educating consumers on the benefits of supporting local ranchers and producers and the role that agriculture and working lands play in the local economy and ecosystem.*
- ***Support existing ranchers and farmers with technical assistance****, including climate-smart agriculture practices, and growing/training new and transitioning ranchers and farmers.*
- *Align,* ***leverage and scale resources****, particularly through partnerships.*
- ***Expand partnership opportunities with Native American tribes*** *in stewarding public and working landscapes while providing support to build capacity.*
- *Continue to* ***develop art, design and education programs that honor the community's deeply rooted identity*** *in working landscapes.*
- ***Facilitate creative placekeeping*** *to amplify the importance of working lands to the Mariposa community and its identity.*

> AGRICULTURE IS DEEPLY WOVEN INTO THE CULTURAL FABRIC OF OUR COMMUNITY & CONTRIBUTES IN MULTIPLE WAYS TO THE ECONOMIC DEVELOPMENT OF THE COUNTY. I THINK IT SHOULD BE EXPANDED UPON IN TERMS OF OUTREACH AND PROMOTION!"
>
> *-Survey respondent, Fall 2022*

FOCUS AREA 02

WORKING LANDS ECONOMIC RESILIENCE

Sustained economic opportunities are key to maintaining and enhancing the rural lifestyle rooted in ranching and the County's unique natural resources. The County's working landscapes also contribute to the region's economy by attracting employers, workers and visitors alike. It is clear that land protection and conservation measures alone will not protect these landscapes and grow a vibrant regional working lands economy. Economic vitality requires enhancing economic growth and creating new streams of income for ranchers, producers and private foresters.

This focus area provides recommended agricultural economic development strategies that build upon the County's existing working lands assets to secure the viability of agriculture into the future. Strategies are focused on the following objectives:

- *Improve economic opportunities for ranchers and farmers by **expanding value-added processing activities**.*
- *Create a supportive environment that encourages and **facilitates new entrants into ranching and farming** by providing access to land, financing and technical assistance.*
- *Support the viability of agricultural operations by **diversifying and expanding the income opportunities** generated by ranches and farms through agritourism activities (while ensuring the safety of visitors and the operation).*
- *Encourage and allow **the establishment of infrastructure and support uses** that facilitate the growth of the working lands economy.*

FOCUS AREA 03

COMMUNITY RESILIENCE INCENTIVES

Healthy landscapes can sequester and store carbon, limit future greenhouse gas emissions into the atmosphere, protect people and nature from the impacts of the changing climate, and build resilience. Healthy working landscapes strengthen the County's climate resiliency and build new markets and streams of income for ranchers and farmers using climate smart agricultural and forestry practices that contribute to their economic viability.

This focus area provides strategies that bolster broadscale climate resilience while recognizing land conservation and ecosystem services as assets to the community worthy of investment. Strategies are focused on the following objectives:

- *Support widespread **adoption of climate smart land management practices** on Mariposa landscapes that enhance carbon sequestration and other ecosystem services.*
- *Expand **long-term agricultural and working lands conservation** in Mariposa County.*
- *Support economic, climate, and cultural resilience by **protecting and enhancing agricultural and working landscapes** and facilitating efficient development in existing Planned Residential Areas.*
- ***Explore programs to monetize the ecosystem services** provided by Mariposa County's agricultural and forest lands.*
- ***Ensure that agricultural lands at the County's borders are protected** from conversion to other uses.*



WHAT IS REGENERATIVE AGRICULTURE?

Regenerative ranching and agricultural practices focus on restoring and improving the health of the land, biodiversity, and soil fertility while also ensuring sustainable and profitable livestock and farming production. ***Some examples of regenerative practices include:***

- *Holistic planned grazing which uses a comprehensive approach to grazing management that takes into account the specific needs of the land, livestock and wildlife,*
- *Riparian management, to protect and restore riparian zones by implementing fencing, planting native vegetation, and/or managing livestock access to these areas,*
- *Silvopasture, which integrates trees, forages, and livestock in a mutually beneficial system, and /or*
- *Soil health improvement such as no-till or minimum tillage, which reduces soil disturbance and preserves the soil structure, organic matter and soil microorganisms.*

The benefits of regenerative agriculture practices include:

- *Increasing biodiversity in soil*
- *Capturing carbon in the soils to combat climate variability*
- *Improving water-holding capacity of soil, making it more drought- and flood- resilient*
- *Decreasing the use of chemical inputs and subsequent pollution, and*
- *Enhancing wildlife habitat*

At its core, regenerative agriculture is the process of restoring degraded soils using practices (such as what is described above) based on ecological principles.

1.5 IMPLEMENTATION - SOLVING FOR TOMORROW, TOGETHER

This ***Action Plan*** recommends a suite of interrelated strategies and program ideas to address the most pressing challenges facing working lands. Moving forward, it is essential that greater communication and collaboration is established between the implementing partners and community stakeholders. In addition, sustained investment in open data and open science practices are critical for informed data-based decision making, tracking progress, and to facilitate community engagement, awareness and education.

The partners who undertake this work include ranchers and farmers, agricultural organizations, community advocacy groups, agencies, government bodies, tribal representatives and conservation organizations. ***The Plan*** envisions that the ***Core Team*** will provide the initial oversight of the strategies and actions, while the community mobilizes to implement the recommended strategies in this Plan. Those organizations are:

- *Mariposa County Planning, Economic Development and Department of Agriculture & Weights and Measures, Agricultural Commissioner & County Sealer's office*
- *University of California Cooperative Extension Service (UCCE)*
- *California Cattlemen's Association (CCA)*
- *Sierra Foothill Conservancy (SFC)*
- *Mariposa County Resource Conservation District (MCRCD)*
- *Mariposa County Arts Council*

Establishing the Working Lands Roundtable

The creation of the Working Lands Roundtable in Foundational Strategy 1, is the first step in successful implementation of this ***Action Plan***. The ***Plan*** envisions that the ***Working Lands Roundtable*** could work together with the Core Team to act as an organizing body to help implement, select and, prioritize the recommended strategeis in this Plan, including:

- Honing the organizational model that provides a basis for a collaborative framework for coordinating and implementing the AAWLCP;
- Helping to set specific measurable goals, priorities and timelines for selected strategies and actions;
- Defining roles and responsibilities of partner organizations;
- Identifying and applying for funding to implement selected strategies;

- Expanding and enhancing the use of open data and open science practices as applicable;
- Developing an organizational structure to track progress towards achieving the AWLCP goals;
- Ensuring that the community is working in a coordinated and collaborative fashion; and
- Staying responsive to changing circumstances, requirements and issues facing the working lands sector.

Funding the Future - A Regional Collaboration

Many of the over 25 recommended strategies and programs require additional long-term funding sources. Opportunities exist to attract new funding from diverse sources by using this ***Action Plan***, along with other key County and regional guiding documents in making the case for State, Federal, local and/or philanthropic investments.

Each recommended strategy in this document (refer to Chapter 4.0) is followed by the most relevant potential funding sources.





02

CHAPTER 02.

BACKGROUND & CONTEXT.

2.1 PLAN PURPOSE

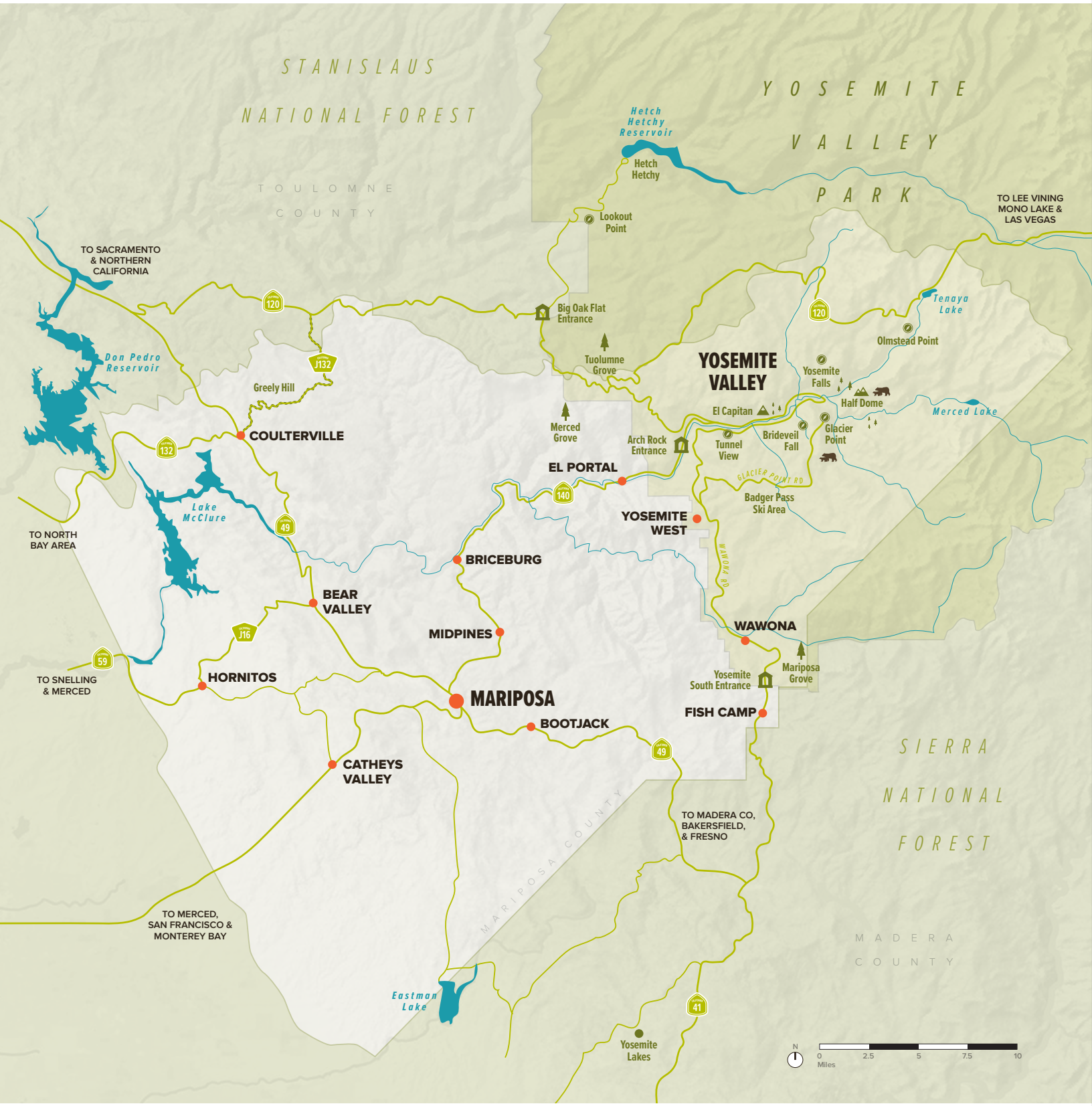
The Plan sets out a series of strategies, tools and action steps to strengthen the working lands economy and bolster the cultural identity through conservation, land-use planning tools and policies, financial incentives, and enhanced partnerships among ranchers and farmers, and members of the general public. ***The Sustainable Agricultural Lands Conservation Program (SALCP)*** funded the Plan, since agricultural land conservation is an important part of California's climate strategy. There is a growing consensus that providing long-term protection of working lands is essential in achieving California's greenhouse gas reduction goals.

THE PURPOSE OF PREPARING THE PLAN IS TO:

- **Provide a comprehensive roadmap for how to strengthen and protect the working lands economy into the future,**
- **Determine ecosystems service values for Mariposa County and explore how to build on and leverage those values;**
- **Analyze existing policy and planning frameworks to craft strategies and programs that can support a more integrated approach to protecting working lands, supporting climate smart agriculture, and keeping agriculture economically viable; and**
- **Bring together local and regional partners, Native American organizations and the agricultural sector to craft a unified policy framework for the future.**



APPROXIMATELY HALF OF THE COUNTY'S POPULATION LIVES IN RURAL SETTINGS WITH THE BALANCE RESIDING IN AND AROUND VARIOUS UNINCORPORATED TOWNS AND COMMUNITIES.



MARIPOSA COUNTY OCCUPIES 1,463 SQUARE MILES, OR APPROXIMATELY 927,000 ACRES, OF THE SIERRA NEVADA FOOTHILLS ON LAND TRADITIONALLY OCCUPIED BY THE ANCESTORS OF THE SOUTHERN SIERRA MIWUK NATION

2.2 REGIONAL & LOCAL CONTEXT

Land and People

Mariposa County occupies 1,463 square miles, or approximately 927,000 acres, of the Sierra Nevada foothills on land traditionally occupied by the ancestors of the Southern Sierra Miwuk Nation and sitting at the western gateway to Yosemite National Park. The County also occupies the southern tip of Mother Lode Country, the gold rush belt, which stretches through the Sierra Nevada foothills in central California.

According to the County General Plan, approximately half of the County's population lives in rural settings with the balance residing in and around various unincorporated towns and communities. Most of the County's population lives within the low elevation foothills and valleys of the Sierra Nevada's west slope. The unincorporated Town of Mariposa, with approximately 2,500 people, is the County seat and largest town in the County. It is situated along Mariposa Creek which eventually flows into the San Joaquin Valley. The next largest community is Yosemite Village, headquarters for Yosemite National Park with over 1,300 full time residents, while the Lake Don Pedro subdivision is the third largest with just under 1,300 residents. Mariposa's population has slightly declined over the last decade from 18,245 in 2010 to 17,045 in 2022 and is projected to stay steady with 17,073 people by 2060.[2]

The western edge of the County, characterized by gentle terrain and rolling hills blending into the San Joaquin Valley, is sparsely populated grazing land. The eastern portion of the County is part of the famed High Sierra region, with towering mountains, recreational and tourist sights, and diverse habitat. Agricultural land makes up 43 percent of the total land area of the county, and 82 percent of the land within the county that is not under the control of public agencies. Almost all of the County's agricultural land is in grazing (over 402,000 acres), with less than one percent farmland.[3] The County has seen little change in agricultural land over the last four decades, with less than a two percent loss of grazing land and less than a five percent loss of its farmland from 1984 to 2018.[4]



FROM TOP: *MARIPOSA GROVE, VICTORIAN HOUSE IN DOWNTOWN MARIPOSA, FIRE IN THE FORESTS OF MARIPOSA COUNTY, COUNTY OFFICES IN DOWNTOWN MARIPOSA*

2 California Department of Finance, Reports E-1 and P-2A. 2023
3 CA Department of Conservation, Farmland Mapping and Monitoring Program (FMMP)
4 Ibid

The Southern Sierra Miwuk Nation

The indigenous ancestors of the Southern Sierra Miwuk Nation have occupied their traditional territory in what is now Mariposa County for at least 10,000 years. The Tribe continues to maintain strong ties and relationships to their traditional territories. However, treaties from the mid 1800's between the United States government and the Tribe to reserve tracks of land within their ancestral territory, to this day have not been ratified, leaving the Tribe landless. Since 1982, the Southern Sierra Miwuk have petitioned for federal acknowledgment, seeking self-determination, self-governance, and acknowledgment through the federal recognition process. The County of Mariposa and other public agencies and many local community organizations have supported this acknowledgement, a process which has continued into 2023. The Southern Sierra Miwuk Nation is on the contact list maintained by the California Native American Heritage Commission, which makes them eligible for various State grants and programs.

The indigenous people were the first stewards of the land, water, air, and natural resources. They played an important role within local ecosystems and their traditional lifeways established reciprocal relationships that allowed both land and people to thrive. Traditional gathering and best agricultural practices of the native people were very complex, having been cultivated over thousands of years of observation and experimentation, and were based on needs and usage in each family use district. Trade among the indigenous groups included Pinon Pine nuts, obsidian, Black Oak acorns, Indian hemp, Soap root, seashells, salmon and medicinal materials. Traditional basketry by the indigenous people employed methods of weaving with willow, redbud, bracken fern root, bunch grass and other native plants.[5] Today, the SSMN's Cultural Preservation Department acts to ensure the preservation and protection of the Tribe's cultural resources and heritage while their Land Stewardship Department seeks to revitalize local Traditional Ecological Knowledge and reclaim their people's role as First Stewards of these lands. The SSMN is an active partner in the local community and frequently collaborates with the County and local organizations to promote a resilient landscape and community.

The Working Lands Economy

The leading agricultural commodities in Mariposa County are cattle, pasture, and livestock, making these the most prominent components of private sector agriculture, which generates about $36.7 million in output per year.[6] There is also a limited amount of local crops, apiary, and nursery production on small farms, together with a gross value of under $1 million annually. Forestry is an important activity on public lands, which comprises a large percentage of the total Mariposa County land area; however, traditional timber harvesting activity has contracted to just a fraction of its historical levels.



5 Mariposa County General Plan, 2006
6 Mariposa County Department of Agriculture, Agricultural Commissioner's Crop report, 2020



The leading agricultural commodities in Mariposa County are cattle, pasture, and livestock, making these the most prominent components of private sector agriculture, generating about $36.7 million in output per year.

2.3 THE ACTION PLAN DEVELOPMENT PROCESS & RELATIONSHIP TO OTHER PLANS

Development of this ***Action Plan*** included an assessment of ecosystem service values, engaging local stakeholders, examining the existing County land use policies and agricultural protection policies, evaluating best practices and successful models of agricultural preservation and seeking guidance from experts around California.

SIX KEY PRIORITIES SHAPED THE DEVELOPMENT OF THE PLAN:

1.

UNDERSTANDING THE MULTI-FACETED ISSUES THAT COMPRISE MARIPOSA COUNTY'S AGRICULTURE AND WORKING LANDS.

2.

UNDERSTANDING AND ASSESSING THE VALUE OF MARIPOSA'S WORKING LANDS AND MONETIZING THOSE VALUES TO ALIGN FUTURE INVESTMENTS.

3.

EXPLORING INNOVATIVE SOLUTIONS AND OPTIONS FOR SUSTAINING AND BUILDING THE VIABILITY OF FUTURE MARIPOSA COUNTY WORKING LANDS, INCLUDING EXISTING TOOLS AND INNOVATIVE INCENTIVE PROGRAMS AND DESIGNING VARIOUS OPTIONS THAT ARE RELEVANT TO MARIPOSA COUNTY WORKING LANDS.

4.

BUILDING AWARENESS AND OWNERSHIP SO THAT STAKEHOLDERS CAN WORK TOGETHER TO IMPLEMENT THE STRATEGIES IN THIS ACTION PLAN, WHILE SETTING UP AN ORGANIZATIONAL STRUCTURE THAT ALLOWS A MULTITUDE OF ACTORS TO ACCOMPLISH THE WORK LAID OUT IN THIS PLAN.

5.

CRAFTING STRATEGIC ACTIONS THAT STAKEHOLDERS AND THE COMMUNITY COULD EMBRACE TO SUCCESSFULLY ACCOMPLISH THE PLAN'S VISION.

6.

RESPONDING DIRECTLY TO STAKEHOLDER AND COMMUNITY CONCERNS.

> THIS ACTION PLAN RECOMMENDS A SUITE OF INTERRELATED STRATEGIES AND PROGRAM IDEAS TO ADDRESS THE MOST PRESSING CHALLENGES FACING WORKING LANDS.

The methodology used to develop the foundational strategies and actions is described on the following pages.

Ecosystem Service Assessment

Ecosystem Services represent the goods and services nature provides to humans and society. These services comprise a wide variety of benefits and can be leveraged as nature-based solutions to address community and societal needs. As with other types of goods and services, these benefits can be quantified and valued in monetary terms. EcoMetrics conducted an ecosystem services assessment, using the "EcoMetrics" methodology to inform this ***Action Plan***, (please refer to Appendix B). The assessment shows the value provided by the various land cover and land use types in Mariposa County and which can be used in conjunction with valuing working lands uses. This methodology identifies, quantifies, and values the various ecosystem services related to environmental, economic, and social benefits inherent in land cover, use types and enhancements to the land.

To fully measure and evaluate the benefits, the analysis incorporated scientific data on the objective social, environmental, and economic impacts of the various land cover and use types. These data are directly tied to the outcomes identified and used to quantify the value of changes. The EcoMetrics methodology presents these values in terms of financial equivalents, which allows for comparison of the cost/benefit between different land cover types and uses to inform future decision making. See findings under Section 3.0.

Economic Strategy

An *Agricultural and Working Lands Economic Development Framework* developed by BAE Urban Economics (BAE) informs the content of Focus Area 2 of the ***Action Plan: Working Lands Economic Resilience.*** BAE developed the agricultural economic development framework based on findings from BAE's Economic Contributions of Agriculture study as well as other background information, and input from other consultant team members, project partners, and key stakeholders. The framework identified three primary strategy areas that will compliment the long-term conservation and enhancement of Mariposa County's agricultural and working lands, including:

- **VALUE-ADDED PROCESSING**
- **ECOSYSTEM SERVICES**
- **AGRICULTURAL TOURISM**

The *Agricultural and Working Lands Economic Development Framework* is consistent with the Mariposa County General Plan, starting with General Plan guiding principles established by the Board of Supervisors, including, "The Protection of Agriculture is Critical for the County's Future". In addition, this framework also aligns with key elements, including the Economic Development Element and the Agriculture Element. Specifically, it supports the former by "supporting enhancement of the County's economic sectors" and it supports the latter by "nurturing the agricultural economy throughout the county".

Further, this framework also builds upon the 2017 Mariposa County Economic Vitality Strategy. For example, the Agricultural Tourism strategy area is consistent with the Economic Vitality Strategy's Strategic Initiative #1: Promotion and Expansion of the Tourism Sector. The Ecosystem Services strategy area fits with the Economic Vitality Strategy's Strategic Initiative #2: Diversification and Expansion of the Local Economy, and the Value-Added Processing strategy area fits with the Economic Vitality Strategy's Strategic Initiative #3: Business Retention and Expansion.

BAE conducted research to identify several different types of supporting actions, or tactics, that could be adapted and implemented locally in support of each strategy area. Then BAE conducted further research to identify specific examples of either projects/programs that have been implemented in other locations or that are being implemented in Mariposa County, or examples of funding sources or tools that could potentially be utilized in Mariposa County. Findings from this process were incorporated into several of the strategies found in Section 4.0 and a full report can be found in Appendix A.



Protection of and investment in the working lands of Mariposa County and the multiple benefits they provide are essential to the continuing health, vitality and identity of Mariposa County.

Education and Awareness

An *Agricultural Education and Awareness Strategy Report* (Appendix C) produced by Sustainable Agriculture Education (SAGE) informs the content of Focus Area 1 (*Building Capacity, Education, and Awareness*) of this ***Action Plan***.

The first section of the Strategy Report, "Existing Conditions", documents the myriad existing agricultural education and awareness efforts in Mariposa County and also describes additional programs wanted by stakeholders. The Report organizes existing organizations, initiatives, and programs, and summaries of the programs desired, in seven areas:

1) K-12 Food & Agriculture Engagement;
2) Agriculture & Food Education in Community Colleges & Universities;
3) Applied Research & Technical Assistance;
4) Community Agricultural Events, Education & Awareness;
5) Agri-tourism & On-Farm Education;
6) Tribal-based Education about Working Lands; and
7) Food Security & Local Agriculture Awareness.

The information for each section comes from interviews with stakeholders and local subject matter experts, as well as from secondary research. Responses to the recent Mariposa County survey (discussed below) designed to get input for the overall AWLCP, also informs each section.

The *Report* includes a "Precedents, Best Practices and Models" section, which builds on the Existing Conditions research, by providing examples about how such efforts can be coordinated to be greater than the sum of their parts. This section describes the collective impact model as an approach to coordinate and enhance agricultural education and awareness efforts. It also gives examples of models and best practices that highlight the role of agricultural education and awareness in advancing agricultural resilience and shared stewardship of working lands.

The final section of the *Report* is an "Implementation Plan for a Multifaceted Education and Awareness Strategy". This high level implementation plan builds on the Existing Conditions findings and incorporates ideas from the Models research. It also reflects input from project partners, stakeholders and local subject matter experts, overall. As a reflection of the deep engagement of the agricultural, conservation and arts communities, the focus was broadened to encompass strategies around collective action to build working lands resilience and support land stewardship.

Community and Stakeholder Engagement

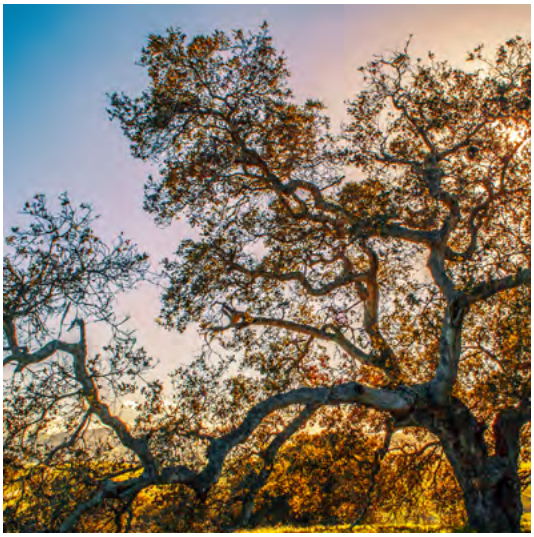
The development of this Plan was supported by a **Core Team** composed of a group of local and regional experts that assisted in identifying relevant stakeholders, synthesizing data, and evaluating models and policy (refer to Appendix D) for *Stakeholder Lists and the Outreach and Engagement Plan Draft*. The Core Team consisted of representatives from the Future Farmers of America, UC Cooperative Extension, California Cattlemen's Association, Mariposa County Resource Conservation District, Sierra Foothill Conservancy, Mariposa County Planning, Economic Development, and Agricultural Commissioner's Departments, and the Mariposa Arts Council. In addition, representatives from the Southern Sierra Miwuk Nation advised throughout the process. Throughout the development of the AWLCP, one-on-one interviews and small virtual meetings were conducted to solicit knowledge, insights, and inputs from key stakeholders to inform the strategies, actions, and partnerships needed to support the community's agricultural and working lands conservation vision.

The broader community also had an opportunity to inform the Plan through a survey (see Appendix F for *Key Findings, Trends and Quotes*) conducted in partnership by the Mariposa County Arts Council and the Planning Department that was broadcasted to Mariposa County residents, asking participants to share their thoughts on the benefits and challenges of agriculture in the County. Some of these comments have been highlighted throughout this document. With 72 responses, the survey helped to inform the Plan on how the community relates to and prioritizes agriculture in relation to the economy, the environment, and community identity. Responses were sorted by theme and reviewed as a resource to help develop the Strategies in this Plan.

Existing Mariposa County Agricultural Preservation Policies and Programs

A variety of interrelated land use policies, private landowner actions, and economic forces have shaped existing land use patterns and the economic environment within Mariposa County over the decades. This section briefly summarizes the existing policy framework that was evaluated in the ***Mariposa County General Plan***, the ***General Plan Implementation Strategic Work Plan***, and other key County policies and documents as a basis for the development of additional agricultural land preservation policies, programs and policy updates that are included in Chapter 4.0.





STRONG POLICIES ARE ESTABLISHED IN THE GENERAL PLAN TO PROTECT AND PRESERVE AGRICULTURE FOR MARIPOSA COUNTY'S FUTURE. AGRICULTURE CONTRIBUTES TO THE COUNTY'S ECONOMIC AND SOCIAL SUSTAINABILITY AND IS A MAJOR ASPECT OF THE COUNTY'S RURAL CHARACTER"

-MARIPOSA GENERAL PLAN

Mariposa County Existing Policy Framework

In its guiding principles, the ***Mariposa County General Plan***, adopted in 2006, presents its commitment to "*The Protection of Agriculture is Critical for the County's Future*" and states that "*Strong policies are established in the General Plan to protect and preserve agriculture for Mariposa County's future. Agriculture contributes to the County's economic and social sustainability and is a major aspect of the County's rural character.*"

The **General Plan Land Use Element** has five primary land use classifications: *Residential, Agricultural/ Working Landscape, Natural Resources, Planning Study Areas, and Rural Economic.* The *Agriculture/Working Landscape* classification incorporates both the County's traditional ranch lands and timberlands at the mid-elevations of the County west of Yosemite National Park. Additionally, there are scattered agricultural holdings and ranches within the *Residential* land use classification. The County's **Zoning Code** maintains *Agricultural Exclusive Zones* (AEZ) that limits the density to 160 acres per two single family residences, and with minimum lot sizes of 160 acres. Agritourism and agri-nature tourism are subject to the same development standards and regulations for the AEZ but with special development and performance standards.

The **General Plan Agricultural Element** presents a suite of goals, policies, and implementation measures to preserve agricultural lands, maximize its economic viability, minimize conflicts between agricultural and urban land uses, and advance resource stewardship implementation. *Specific goals include:*

- ***Goal 10-1:*** *Create a support staff for agriculture providing assistance and innovation for agricultural activities;*
- ***Goal 10-2:*** *Avoid loss of agriculture lands in the Agriculture/Working Landscape;*
- ***Goal 10-3:*** *Preserve agricultural economic viability to the greatest extent possible;*
- ***Goal 10-4:*** *Preserve heritage crop varieties; and*
- ***Goal 10-5:*** *Encourage the expansion of the agricultural economy.*

The General Plan Strategic Implementation Work Plan further supports implementation of key policies with prioritized, actionable tasks. Important tasks to highlight include 1) a zoning ordinance update to "*Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts*"; 2) the development of an Agricultural Best Practices Program that provides information on funding sources and market support for agricultural business owners; and 3) the development of a Greenhouse Gas Reduction program that, among other priorities, considers both the emissions impacts and the sequestration benefits of forests and agriculture. As a part of the Greenhouse Gas Reduction program, the County developed the TerraCount tool which generates data to provide a baseline for County greenhouse gas (GHG) and carbon stock outputs on agricultural, forest and other working landscapes.

In addition to its General Plan policies and Zoning Code, the County has a long history of preservation of its agricultural lands. Mariposa County was one of the first in California to adopt a **Right to Agricultural Activity** ordinance which seeks to protect agricultural operations from nuisance complaints, thus enabling ranchers to maintain their economic and cultural viability of their operations. Since 1977, the County has administered the **Williamson Act Program** (California Land Conservation Act of 1965, "LCA") which protects agricultural land by providing tax incentives to property owners who agree to keep their land in commercial agricultural production. Approximately 47 percent of privately owned land in the County—primarily in the western region—is contracted under the LCA. The contracts are voluntary agreements for a 20-year period, intended to preserve agricultural land and discourage its conversion to non-agricultural uses. The contracts automatically renew annually unless the landowner or County files for a non-renewal. In Mariposa County a majority of these lands are used for grazing for ranching operations. The County currently has 818 parcels restricted by a Williamson Act contract, totaling 212,034 acres.



Our parks, open spaces, and working lands will be capable of responding to dynamic shocks and stressors. We aim to provide high-functioning balanced ecosystems.

- Recreation and Resiliency Master Plan

The ***Mariposa Economic Vitality Strategy*** (2017), provides action steps to "*Expand and promote the agriculture and agri-tourism sectors*" such as exploring opportunities to expand events and festivals with organizational stakeholders, investigating agritourism best practices, adopting a farm-to-fork program (or similar), and developing an agritourism marketing campaign. The Strategy also promotes the growth of value-added processing and the packaging and distribution of locally grown agricultural products as a part of a food and beverage cluster.

Mariposa County's Creative Placemaking Strategy (2021) recommended art and agricultural programming that leverages design and visual/ media/performing arts to explore the many historic and contemporary stories related to agriculture in Mariposa. This recommendation supported the development of the Mariposa Working Lands Working Artists initiative funded by a *National Endowment for the Arts Our Town* grant. The work is led by the Mariposa County Arts Council and the Planning Department to work with regional social practice artists to develop creative placemaking projects that interpret, respond to, and engage with public comments received during the ongoing AWLCP planning process.

Recreation and Resiliency Master Plan (2021) advances the implementation of a variety of community objectives, especially those related to public health, economic development, creative placemaking, landscape restoration, and climate change adaptation. In the goals and strategies for natural systems, the Plan identifies a goal to "*Support the continuation of Mariposa's long history of working lands*" with related strategies to promote economic viability of working agricultural lands, build educational opportunities and focusing on history and local food systems, prioritize agricultural land conservation, and increase soil health while reducing pesticide use. One key aspiration of the Master Plan is "*Our Parks, Open Spaces, and working lands will be capable of responding to dynamic shocks and stressors. We aim to provide high-functioning balanced ecosystems.*"



MANY PEOPLE IN OUR COMMUNITY ARE DIRECTLY, OR INDIRECTLY CONNECTED TO WORKING LANDS AND COME FROM FAMILIES THAT HAVE BEEN CONNECTED FOR A FEW GENERATIONS. - SURVEY RESPONDENT, FALL 2022

Other Relevant Efforts in Mariposa County

The development of this Plan considered other significant efforts to preserve and protect Mariposa County agricultural and working lands and their economic viability.

The **Sierra Foothill Conservancy**, the **California Rangeland Trust**, and the **Sierra Nevada Conservancy** are the primary organizations that assist landowners in establishing land conservation easements. The **Sierra Cascade Land Trust Council** (SCLTC) is a group of 19 land trusts representing the Sierra Nevada and northern California Cascades region, of which the Sierra Foothill Conservancy and the California Rangeland Trust are members. An outcome of their ***Sierra Cascade Strategic Conservation Action Plan*** is the **SCLTC mapping web tool** developed to support users in assessing climate mitigation, adaptation and resilience of working and natural lands, water resources, economic viability of farms and ranches, opportunities for cultural traditions, and determining priority areas that are most threatened by development.

The **Sierra Nevada Conservancy (SNC)** is a California state agency created by legislation (AB 2600) signed into law in 2004. The mission of the SNC is to initiate, encourage, and fund efforts that improve the environmental, economic, and social well-being of the Sierra Nevada Region, its communities, and the citizens of California. Most importantly, the SNC funds the land trust efforts described in the preceding paragraph. The Strategic Lands Conserved goal in the SNC's Strategic Plan focuses on protection of high-risk and/or high-priority lands, recognizing that these lands provide a range of benefits including working landscapes; recreation opportunities; and protection of unique cultural and natural areas, as well as key wildlife habitat. The SNC **2023 Strategic Land Conservation Directed Grant Program** aims to permanently protect high-benefit lands that are threatened with conversion, represent unique natural characteristics, or are critical for resilience to climate change.

State Initiatives and Programs

It is the policy of the State of California that agriculture is a strategic resource necessary to support a sustainable food production and delivery system as well as a vibrant natural resource base in California that promotes healthy citizens, thriving communities and a healthy environment. The California State Board of Food and Agriculture developed an action guide, the ***California Agricultural Vision (AgVision)*** 2017, which presents a vision to support this policy: "*Californians take pride in their innovative thriving California farmers and ranchers for their contributions to a healthy population and planet.*" AgVision outlines recommendations for five strategic priority areas, which include water, regulatory environment, labor/ human capital, resource protection and stewardship, and outreach and communications.

In October 2020, Governor Gavin Newson issued Executive Order N-82-20, known as the ***30 x 30 Initiative***. This executive order sets a goal to conserve 30 percent of the state's land and coastal waters by 2030. This guides actions to achieve that goal, prioritizing nature based solutions to fight against climate change. One of the plan's core commitments is to protect California's food supply, which would include supporting food sustainability programs for soil health and pollinator protection, providing training and professional development for jobs related to outdoor activities and conservation, and promoting climate smart land management.

The State's ***Natural and Working Lands Climate Smart Strategy***, which responds directly to Governor Gavin Newsom's nature-based solutions Executive Order N-82-20 and the State's 30x30 Initiative, identifies the State's natural and working lands as a critical yet currently underutilized sector in the fight against climate change. The Strategy emphasizes that "*Managing our lands to address climate change requires urgent and sustained action (time and effort) across all regions and sectors of California. Communities, businesses, farmers and ranchers, land managers, investors, tribal/state/local/federal governments, special districts, youth, philanthropists, scientists, planners, volunteers, and more can all play a role. The pace of implementation depends on the level of our collective commitment and availability of resources*".

The California Department of Conservation administers several programs that support many of the actions that this Initiative seeks to achieve. The **Sustainable Agricultural Lands Conservation Program (SALC)** supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. The program provides three types of awards: acquisition capacity grants, planning grants (including for initial planning as well as implementation), and agricultural conservation easement grants. The goals of SALC are to: Protect agricultural lands that support infill and compact development; Contribute to carbon neutrality; Support sustainable land management; Support coordinated land use planning; and Support Executive Order N-82-20 (see the 30x30 Initiative described above). The **Multibenefit Land Repurposing Program (MLRP)** provides block grants to increase regional capacity to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic well being, water supply, habitat, and climate benefits. The **Climate Smart Land Management Program** provides block grants to implement projects or develop plans and increase the capacity to support accomplishment of goals identified in the State's Natural and Working Lands Climate Smart Strategy. The **California Farmland Conservancy Program** supports local efforts to establish agricultural conservation easements and land improvement projects for the purpose of preserving important agricultural land resources and enhancing sustainable agricultural uses. The **Working Lands and Riparian Corridors Program** provides funds specifically to resource conservation districts to restore or enhance riparian corridors on agricultural lands.



03

CHAPTER 03.

KEY FINDINGS.

The following section summarizes the key takeaways from the main components of the work completed that shaped the recommended focus areas and strategies.

3.1 ECOSYSTEM SERVICES ASSESSMENT

Protecting Mariposa's working landscapes helps preserve the many important services that nature provides. These services or benefits include water supply, filtration, and storage, moderation of flood risk, air quality, and carbon sequestration – all services that can reduce public costs for water supplies, stormwater management and water treatment, and responding to the impacts of climate change. The ***Ecosystem Services Assessment*** (Appendix B), shows a **total value of services provided by natural lands estimated for Mariposa County at $7.5 billion**, with a range of $5.6 on the low end and $9.1 billion on the high end. In addition to the purely environmental services provided by these landscapes, such as biodiversity, water regulation, etc., over half of the value is provided by outcomes that represent the way humans interact with our environment including cultural value, aesthetic value, existence and general recreation value.

In Mariposa County, forests are the highest contributor to the total value of ecosystem services, followed by grass and shrubland, as assumed to include active grazing land.

In addition to the value of existing environmental services, additional value can be attributed to the social costs avoided by retaining all the carbon, nitrogen and phosphorus in the landscapes. This "perceived social value" in Mariposa County is $11.4 billion. These social costs are calculated using the marginal social costs of each ton of CO2 or pound of nitrogen or phosphorus that would be released into the environment if the land is degraded or lost to development. In other words, these landscapes not only create additional value, but preserving the existing values that they contribute can make the case for strategically investing in the continued conservation of established carbon and nutrient sinks in the landscape. Strategies in this ***Action Plan*** identify pathways for establishing innovative policy, program, and funding structures so that the County and its partners can facilitate these important investments.





3.2 ECONOMIC FINDINGS

Mariposa County's working lands are primarily rangeland and forestland, with a limited amount of farmland; however, in recent years the County's annual timber harvest activity has declined and the rangeland and farming activity has increased. Agricultural lands (rangelands and farmlands) occupy 43 percent of the county, and 82 percent of the land within the county that is not under the control of public agencies; thus, agricultural land plays a very important role in private economic activity in Mariposa County.

As of the 2017 Agricultural Census (the most recent) there were approximately 300 ranching and farm operations in Mariposa County, down by about 65 operations less than in 2012. More than half of these operations in the county were less than 180 acres in size. Nearly 60 percent of these operations are in beef cattle ranching and farming. The second most prominent type of operation was aquaculture and other animal production, which were primarily composed of equine and agiculture operations. There are about 300 people working in agriculture in Mariposa County, mostly owner-operators and very few wage or salaried employees.

As of 2020, Mariposa County's top three agricultural products by value were livestock and poultry, field crops, and livestock and poultry products (e.g., wool) and they account for 98 percent of the agricultural crop value. The largest shift from 2006 to 2020 in total product value was in forest products, where the value trended downward for an overall decline of 80 percent.

The value of all agricultural production in Mariposa is approximately $36.7 million annually, an increase from approximately $19.5 million in 2000. On an inflation-adjusted basis, the value peaked in 2014 and has been slowly declining since.

These findings indicate that **cattle ranching currently anchors Mariposa County's agricultural economic activity** and can be built upon to generate additional local economic activity through increasing value added processing, direct-to-consumer sales, and agricultural tourism that leverages the attractiveness of the pastoral landscapes associated with ranching. At the same time, the County's vast amounts of public lands highlight opportunities for local stakeholders, including Native American groups, to work collaboratively in stewardship of the land and its natural resources, while bringing greater economic benefits and resilience to climate change to the local community. The *Agricultural and Working Lands Economic Development Framework* (Appendix A) provides numerous economic development strategies based on these findings and stakeholder input.

3.3 EDUCATION & AWARENESS

Based on the *Agricultural Education and Awareness Strategy Report* (refer to Appendix C) there are a myriad of existing agricultural education and awareness organizations, initiatives, and programs identified in Mariposa County. Highlights from these efforts and well as additional programs wanted by stakeholders are outlined below:

K-12 FOOD & AGRICULTURE ENGAGEMENT:

Includes curriculum-based programs, informal education and career pathways and training. These types of education are offered throughout the seven public schools administered by the Mariposa County Unified School District as well as at two charter schools, and a special needs school. *Additional programs wanted include*: more school field trips to ranches and farms and more hands-on projects; more programs about organic, regenerative agriculture and for education about hyper-local environmental issues; more high school vocational training opportunities; and more partnerships with local colleges and universities to educate, train and retain future generations of agriculturalists who might decide to live and work in Mariposa County.

AGRICULTURAL RESEARCH AND TECHNICAL ASSISTANCE:

Technical assistance providers include UCCE, the Farm Bureau, the County Department of Agriculture, the Mariposa County Resource Conservation District (RCD), the UC Merced Small Business Development Center (SBDC) and the Natural Resource Conservation Service (NRCS). These organizations provide multiple types of technical assistance, including ongoing programs, workshops, publications, research trials and direct assistance to producers, over a wide range of agricultural, conservation, business and regulatory topics. *Additional programs wanted include*: more monitoring programs and a program that tracks demand for crops. Educational programs for producers were requested in several areas: the economics of getting a farm; integration of wildlife and habitat into agriculture; prescribed burns on ranches; regenerative practices; soil improvement for a drying climate; water conservation and storage; food processing and preservation; cover cropping for moisture retention and nitrogen fixing; urban forestry; and building deer deterrent garden enclosures.

AGRICULTURE & FOOD EDUCATION IN COMMUNITY COLLEGES AND UNIVERSITIES:

Though there are no colleges and universities in Mariposa County, there are several nearby, including UC Merced, Merced College, and MiraCosta College in Merced County, and Fresno State and other community colleges in other nearby counties. Faculty from many of these educational institutions are regular speakers at Mariposa County events and programs, such as those organized by UCCE, the RCD and other organizations. *Additional programs wanted include*: more partnerships to support and educate the public about the importance of agriculture; as well as more involvement of UC Merced and Merced College in County projects.

COMMUNITY AGRICULTURAL EVENTS, EDUCATION & AWARENESS:

Mariposa County hosts a variety of agriculture-related events and education and awareness programs that provide opportunities for the community and visitors to explore the County's agricultural heritage and to enjoy local agricultural products. The Mariposa County Fairgrounds and Exposition Center, located at the outskirts of the town of Mariposa, is a main center for activities and facilities. Other facilities are the Mariposa Certified Farmers Market, the Mariposa Museum and History Center, the Mariposa Arts Center and the Northern Mariposa County History Center. *Additional programs wanted include:* Programming that would be made possible through new infrastructure (e.g. a community agriculture hub; a "Mariposa Store"; and a local meat processing facility). Partnerships with community groups and other organizations were identified as an opportunity to increase advertising and promotional capacity for local agriculture events and awareness within the County. Additional public engagement opportunities were desired in the areas of food systems education, continuing education and storytelling. Expanding on the farm-to-table experience that some local restaurants have incorporated and also expand to include restaurants within Yosemite National Park.

AGRITOURISM AND ON-FARM EDUCATION:

Mariposa County has a strong tourism sector, with a primary focus on Yosemite. However, the Yosemite Mariposa County Tourism Bureau also invites visitors to explore the County's 'other areas [including] quiet low-country range lands and lakes filled with stories of the past and off-the-beaten path opportunities to interact with nature'. Among these attractions are several of the museums and cultural attractions, such as the Mariposa Museum and History Center in the Town of Mariposa. Also popular with visitors and locals alike are the many agricultural businesses that produce renowned locally-grown products and provide on-site public engagement opportunities. Another highlight is the annual fall Farm and Ranch Tour, produced by the Mariposa Agri-Nature Association. *Additional programs wanted include*: greater involvement of the Tourist Bureau in promoting the County's agricultural places and experiences; as well as exploring more agritourism opportunities overall.

TRIBAL-BASED EDUCATION ABOUT WORKING LANDS:

The Monarch Butterfly Habitat Project (Walappu' 'Uuchuthu - Butterfly Homeplace in Southern Sierra Miwuk language) founded by Heather Bernikoff, an Indigenous Yaqui ranch owner, and led by the Southern Sierra Miwuk Nation, are key educational activities. The goal of the work, which is widely valued in the community, is to expand pollinator habitat while connecting Native youth with the land and each other. In partnership with Mariposa County RCD and the Xerces Society, the project also engages the larger local community in planting butterfly habitat including milkweed, golden yarrow, and other plants intended to support butterflies, including Monarchs, along their migration. The Southern Sierra Miwuk Nation garden and the Miwumati Healing Center are other important and valued resources, with a community garden including conventional and traditional foods. *Additional programs wanted include*: more integration of cultural narrative and history (including ties to Yosemite), when conversations are taking place around agriculture and working land; and more information about indigenous peoples' use of the land, their tools and their food, fiber and medicinal plants.

Other current educational efforts of the SSMN include:

- SSMN has a certified food pantry and has a robust food security program helping all local Indigenous people within the area.
- SSMN has partnered with Mariposa RCD on culturally-informed pollinator habitat restoration.
- SSMN has active land stewardship programming to address fuel loading, forest health, native plant restoration, water quality and fish passage. The Tribe's Cultural Fire and TEK programming seeks to revitalize ancient stewardship practices and create a space for tribal members to teach and learn from each other.
- SSMN has participated in Mariposa's pilot Farm-to-School program, in partnership with Happy Goat Farm and other local organizations, to share about traditional foods and the cultural significance of traditional food plants.

SSMN seeks to expand its initiatives to include LandBack initiatives for traditional agricultural uses, education on the loss of local elk and salmon/trout populations, increased capacity to expand stewardship and educational programming.

FOOD SECURITY AND LOCAL AGRICULTURE AWARENESS:

Food security support in Mariposa County is provided by Manna House and the Kids Market initiative at the Mariposa County Certified Farmers Market. Manna House is a volunteer-run nonprofit organization providing supplemental food assistance to Mariposans in need. It has operated for almost 40 years funded exclusively by cash donations from merchants, churches, and community members.

The Kids Market at the Mariposa County Certified Farmers Market is a monthly feature of the larger weekly Farmers Market that provides youth under 18 years of age with five dollars of "Market Bucks" to purchase local fruits, vegetables, and nuts from farmers. Its objectives are to increase food security, support access to fresh food and local produce, and incentivize families to visit the Farmers Market in the summertime.

Lastly, there are two efforts contributing to helping distribute food and supplies organized on Facebook, one is a seed and plant sharing group that has established a seed sharing cabinet in town for those people wanting to diversify their gardens and grow food. A second effort is called *Food for Thought LLC - Produce Pantry*, a produce pantry to help farmers get their overage product directly to the community.

Additional programs wanted include: more classes in nutrition; an education and awareness campaigns around how local agriculture is a critical part of building local food security, and of how agriculture can lead the way in sustainable land use practices; more focused programs for seniors about healthy fresh food; and stronger support for local grocery stores and restaurants selling locally raised meat, eggs, and produce.

3.4 WHAT WE HEARD FROM THE COMMUNITY

Based on input from monthly Core Team meetings, one-on-one interviews, small virtual meetings, and the community survey conducted in the Fall of 2022, the following key takeaways reflect insights and inputs from stakeholders that shaped and informed the recommended strategies, actions, and partnerships contained in this document.

- *Agricultural and working lands provide multiple real benefits that are recognized by the community, e.g. fire prevention, carbon sequestration, water storage, habitat, scenic value, etc.*
- *There's an urgency at the western boundary of the county, abutting Merced, to prevent the urban creep from the Central Valley.*
- *There is a risk of losing ecosystem services benefits when land is converted from agriculture to urban uses.*
- *Financial incentives are key and the Williamson Act must remain intact.*
- *Policy, education, and incentives are needed to protect land and the ecosystem services they provide.*
- *Opportunities for new economic activity in land stewardship, including recycling of outputs (e.g. biomass) as well as ecosystem services and their monetization are the greatest untapped resource.*
- *Opportunities for workforce development in forestry management and timber are untapped.*
- *There is an influx of newcomers who buy land that need education on land stewardship.*
- *An agritourism campaign is needed that balances agriculture with tourism; it could involve education and demonstrate Mariposa County as a working "family farm/ranch" community and leverage the food movement around indigenous foods and products ("cultural agricultural products").*
- *The potential conversion of rangeland to nut crops is a key concern of the community, which could dramatically shift land prices and impact water availability and quality if conversion was to occur.*
- *Cattle prices, drought, and lack of processing facilities are impacting local beef production.*
- *A major issue for the tribal community is the need for more land to carry out their mission and a "space" to teach their youth, showcase their traditional food ways and stewardship ethic. Currently, the tribal community does not have any land.*
- *The Southern Sierra Miwuk Nation has been pursuing federal recognition for the last 40 years and implementation of many of their stewardship and cultural awareness programs would be more viable if they were afforded the same rights and opportunities as recognized tribes.*

> WE ARE A RURAL COUNTY WITH ALL OF THOSE RURAL VALUES AND TRADITIONS, PARTICULARLY THOSE OF COMMUNITY. RANCHING AND FARMING ARE WOVEN INTO THE FABRIC OF MARIPOSA'S IDENTITY, NOW AND IN THE FUTURE."
>
> *- Survey Respondent, Fall 2022*


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CHAPTER 04

STRATEGIES AND IMPLEMENTATION ACTIONS.

This ***Action Plan*** identifies three focus areas that provide a framework to create greater economic, climate, and cultural resilience for working lands in Mariposa County. Recommended strategies, near-term action steps and implementing partners are described in this Section as well as case studies, resources and potential funding opportunities. The strategies describe programs and projects that range from short-term wins to bold, long-term efforts. To achieve the collective vision for the region's future, a concerted effort by many agencies and partners working together to address challenges and seize opportunities is needed. The recommended strategies and actions are grouped within three focus areas (refer also to Section 1.3):

FOCUS AREA 01	FOCUS AREA 02	FOCUS AREA 03
BUILDING CAPACITY, EDUCATION & AWARENESS	**WORKING LANDS ECONOMIC RESILIENCE**	**COMMUNITY RESILIENCE INCENTIVES**

> WE FEED THE WORLD AND MAINTAIN HABITAT AND ECOSYSTEMS FOR THE COMMUNITY AND WORLD TO ENJOY. IT IS OUR HERITAGE AND RESPONSIBILITY THAT WE TAKE PRIDE IN TRYING TO BE BETTER TODAY THAN WE WERE YESTERDAY."
>
> *Survey respondent, Fall 2022*

FOCUS AREA 01

BUILDING CAPACITY, EDUCATION & AWARENESS

Increasing capacity across community partners to build awareness and educational opportunities is an essential piece of implementing this Action Plan. This focus area provides a set of strategies that emphasize the need for the community to build capacity and create a shared vision that highlights the critical role that working landscapes play in a resilient future.

FOUNDATIONAL STRATEGY 1

Develop a Mariposa Working Lands Roundtable to improve pathways to the economic success of ranchers and farmers, and enhance trust and collaboration among the agricultural community, the tribal community, County leadership and staff, and other key stakeholders.

Organized by the UCCE as an open forum format, the roundtable would involve dialogue and learning sessions with a range of stakeholders to foster broader awareness, insight and foresight, and build relationships and alignment between the agricultural and broader community. The roundtable approach would allow for more regular interaction that keeps stakeholders engaged on implementation of the ***Working Landscape Conservation Plan (Plan)*** and other efforts aimed to revitalize Mariposa County. The Roundtable would:

- Build the social capital and community support for climate resiliency projects,
- Take advantage of the skills, knowledge, and capacity of the wide range of agencies, organizations, private businesses, private landowners, ranchers, farmers, agricultural and community organizations, and tribes in Mariposa County.
- The Roundtable would convene working groups to foster collaboration and implementation around common interests.
- The Roundtable would regularly report on the progress and findings of projects to facilitate a unified understanding, peer learning and promote collaboration, and eliminate duplicative efforts.

ACTIONS:

- *Convene stakeholders around the* **Mariposa County Working Landscape Conservation Plan** *to develop priority actions, align implementation leads and partners, and begin next steps to implement the Plan.*
- *Organize working groups to address specific strategies as listed below in Strategies 1A-1C:*
  - *1A: Roundtable Working Group to reinforce the Southern Sierra Miwuk Nation's essential role in land conservation, stewardship, and climate action efforts with capacity building support.*
  - *1B: Roundtable Working Group focused on building capacity to increase climate resilience.*
  - *1C: Roundtable Working Group focused on increasing educational and mentoring programs for ranchers, farmers and producers.*
- *Foster dialogue with allied initiatives such as Capay Valley Vision for shared learning and F3- Fresno to Merced Future of Food partners to identify opportunities for collaboration, shared learning and agriculture-related economic development partnership.*

IMPLEMENTING PARTNERS: UCCE, County (Planning, Economic Development, Ag Commissioner), EDC, SSMN, Other community organizations and agencies

FUNDING OPPORTUNITIES: Strategic Growth Council, *Regional Climate Collaboratives (RCC) Program*

CASE STUDIES & RESOURCES: *Capay Valley Vision*; *Ventura Ag Futures Alliance*: Rural Urban Connection program at Ventura County UCCE; *Valley Vision's Food and Agriculture Program*; *F3- Fresno to Merced Future of Food*

SUPPORTIVE STRATEGIES

+ STRATEGY 1A

Develop a Roundtable Working Group to reinforce the Southern Sierra Miwuk Nation's essential role in land conservation, stewardship, and climate action efforts with capacity building support.

Preserving and protecting traditional cultural resources and landscapes of the SSMN is a critical component of the Plan but the financial and human resources and expertise must be supported. To protect, preserve, and promote their traditions, the SSMN would benefit from increased capacity to grow opportunities to educate SSMN youth, expand traditional ecological knowledge (TEK) practices, showcase traditional food ways, demonstrate land stewardship ethics to the broader community, and expand existing organizational capacity and coordination with other organizations and agencies to develop land conservation projects. The work that the Tribe does on its homelands invariably contributes to the resiliency of the overall shared landscapes and communities.

ACTIONS:

- *Explore opportunities to take advantage of State and federal funding that exists for tribes to:*
  - *1) build capacity to develop land acquisition and stewardship projects and plans,*
  - *2) finance acquisition projects,*
  - *3) strengthen capacity to implement climate smart landscape management, and*
  - *4) educate tribal youth on conservation and TEK practices, focused on building conservation jobs.*
- *Regularly convene community partners to inform and educate them on the SSMN's efforts toward self-determination, self-governance, and acknowledgment through the federal recognition process. Develop platforms for expanding the breadth of awareness from state and local agencies, and community and regional organizations, and Mariposa County visitors.*

IMPLEMENTING PARTNERS: SSMN, County Planning, UCCE

FUNDING OPPORTUNITIES: DoC, *SALC Capacity Grants*; CNRA, *Tribal Nature-Based Solutions Program*; DoC, *Climate Smart Land Management Program*; *Tribal Youth Nature-Based Solutions Conservation Corps*

CASE STUDIES & RESOURCES: *Hoopa Valley Tribe Agricultural Conservation and Resiliency Plan and General Plan*

+ STRATEGY 1B

Develop a Roundtable Working Group focused on building capacity and facilitating collaborative implementation to increase climate resilience.

Leverage the skills, knowledge, and capacity of the wide range of agencies, organizations, private businesses, private landowners, agricultural and community organizations and tribes in Mariposa County to take action on a regional scale to build climate resilience. Many are already working on a particular climate hazard and promoting coordination and building capacity among these organizations can help build trust, increase competencies, and ultimately share the benefits and responsibilities of implementing this ***Action Plan***.

ACTIONS:

- *Explore the Climate Smart Land Management Program grant to fund capacity building, establishment and implementation of pilot/demonstration projects, and education and outreach for developing a pipeline of climate smart landscape management projects.*
- *Collaborate with the County on the development of a Climate Smart Working Lands Investment Plan to guide WLRD investments (see Foundational Strategy 3).*
- *Explore innovative solutions to support succession planning and secure equitable land tenure and resources to grow a new generation of farmers and ranchers.*

IMPLEMENTING PARTNERS: County Planning, UCCE, Sierra Foothills Conservancy, Mariposa RCD, SSMN, MCFAC, Fire Safe Council, Sierra Nevada Conservancy

FUNDING OPPORTUNITIES: DoC, Climate Smart Land Management Program; UC ANR Climate Smart Ag Technical Assistance; Restore California

CASE STUDIES & RESOURCES: *See CA FarmLink case studies on various approaches*; American Farmland Trust's *Farmland Access Fund*; *Farmer Veteran Coalition*; *CAFF*, FarmLink, *Center for Land Based Learning*

+ STRATEGY 1C

Develop a Roundtable Working Group focused on continuing and maintaining best practices and passing on knowledge by increasing educational and mentoring programs for new and future ranchers, farmers and producers on various topics and for diverse land types, with a focus on developing demonstration or pilot projects. These topics/projects could include:

- The economics of starting a farm;
- best practices and lessons learned regarding agritourism;
- the continued integration of wildlife and habitat protection into agricultural practices;
- prescribed burns on agricultural lands;
- regenerative ranching and farming resources and practices;
- soil improvement for a drying climate;
- water conservation resources and storage techniques; and
- urban forestry

IMPLEMENTING PARTNERS: UCCE, RCD, NRCS, FFA, Happy Goat Farm

CASE STUDIES & RESOURCES: *California Farm Demonstration Network*; *Resilerator Program, Noble Research Institute, USDA California Climate Hub*

+ STRATEGY 1D

Create a "Conservation Jobs Training" program to build capacity and catalyze job growth in the conservation sector.

Empower citizens of Mariposa (youth in particular) through technical assistance, education, outreach, and training pathways into conservation jobs that drive Mariposa's stewardship economy. Identify pathways to support job training for systematically excluded community representatives. Engage the High School's career pathways program, and FFA and 4-H chapters in creating vocational training opportunities and awareness about jobs in the conservation and climate-smart agriculture sectors. Develop partnerships with nearby community colleges and universities to strengthen exposure to career pathways as well as continuing education for adults to expand knowledge and practice of conservation and agriculture. This could also include training on financing agricultural operations and/or how to apply for grants.

ACTIONS:

- *Convene partners to prioritize needs, set goals, and explore funding opportunities for implementing partners and building capacity.*
- *Coordinate with the development of The Hatchery project so that tenants of the project can collaborate on and participate in a "Conservation Jobs Training" program that catalyzes job growth in the conservation sector, including vegetation management, landscape restoration, environmental education, and outdoor recreation.*

IMPLEMENTING PARTNERS: UCCE (4-H), RCD, SSMN, Motherlode Job Training, FFA, Mariposa High School, County Building Capacity, Education & Awareness

FUNDING OPPORTUNITIES: SGC, *Regional Climate Collaboratives (RCC) Program*, DoC, *Climate Smart Land Management Program*, California Conservation Corp, *Tribal Youth Nature-Based Solutions Conservation Corps*

CASE STUDIES & RESOURCES: Grizzly Corps, *100Jobs*, *Climate Corps AmeriCorps*, UC Merced Agricultural and Grassland management programs

+ STRATEGY 1E

Develop school childrens' foundational knowledge about agriculture and related agricultural career pathways.

Build on and enhance existing formal and informal programs at the County's school by supporting school gardens, exchange visits with local farms, farm to school programs, curriculum around climate-smart agriculture, and activities that engage local conservation agriculture professionals.

ACTIONS:

- *Convene partners to prioritize needs, set goals, and explore funding opportunities for implementing partners.*
- *Identify partners and resources to support more school field trips to farms, more hands-on projects at schools and an ongoing Farm to School program.*
- *Strengthen curriculum offerings that address organic, regenerative agriculture and present information about local environmental issues.*
- *Coordinate with Strategy 2C and develop curriculum for training the next generation on butchery.*
- *Increase high school vocational training opportunities around a range of agriculture and working lands stewardship careers, in partnership the RCD, local colleges, and the Sierra Foothills Conservancy.*
- *Identify professional development opportunities for teachers.*
- *Develop irrigation water solutions for schools with very limited water supply for their school gardens.*

IMPLEMENTING PARTNERS: School District, SFC, 4-H, FFA, MCHS, Happy Goat Farm, Master Gardener Program

FUNDING OPPORTUNITIES: Farm to School Programs,

CASE STUDIES & RESOURCES: *Center for Ecoliteracy*, *Center for Land-Based Learning*



"THE HATCHERY" VISION

Named both for the site's historic use as a fish hatchery and for the proposed development's role in nurturing and supporting the growth of local businesses, The Hatchery is imagined as an innovation hub for existing and emergent local businesses and nonprofits that are aligned with the wider Mariposa Creek Parkway vision. In addition to anchoring and activating the Phase IV segment of the Mariposa Creek Parkway, The Hatchery would offer a creative and flexible work environment for organizations and entrepreneurs engaged in forest management, environmental restoration, land use planning, green building and construction, renewable energy, and environmental education work in Mariposa County.

The Hatchery would be situated in close proximity to existing and future mixed-income multi-family communities as well as a burgeoning network of multi-use recreational trails. Coupled with innovative architecture and site design strategies, The Hatchery will support the growth of existing and emergent businesses in key industries, empowering local employers to create sustainable, high-quality jobs whose outputs would result in safer, more balanced landscapes and ecosystems—in other words, ***economic vitality through ecological resilience.***

In addition to subsidized rents and shared resources, The Hatchery will provide a vibrant environment where qualified businesses can share ideas, develop partnerships, and collaborate to pursue growth strategies that benefit all participants. For example, Hatchery organizations could partner to pursue major state and federal funding to continue and expand efforts.

+ STRATEGY 1F

Build on the Mariposa County Creative Placemaking Strategy to support the Art, Cultural & Agricultural Creative Placemaking Program that leverages design and visual/media/performing arts to explore the many historic and contemporary stories related to the cultural and agricultural legacies in Mariposa.

Such a program could also serve as an educational tool to highlight the impact and historical significance of agriculture in the County for visitors.

ACTIONS:

- *Convene partners to prioritize needs, set goals, and explore funding opportunities for implementing partners.*
- *Inventory potential activities to be explored such as: The creation of wayside signage along main roads (e.g. Hwy 49, Hwy 140); interactive digital maps that highlight current and historical agricultural landmarks; programs that connect placemaking with land stewardship; and artistic, culinary, intellectual, recreational and community oriented experiences that connect people with the land and share nuanced stories of the County's agricultural heritage.*
- *Participate in the Mariposa Working Lands Roundtable to elevate awareness of the Program and recruit other organizations to participate and shape the content of the Program, including coordination with other AWLCP Strategies.*
- *Develop a Year 1 Pilot workplan and timeline and seek funding to implement.*

IMPLEMENTING PARTNERS: Mariposa Arts Council, County Planning and Economic Development, YMCTB, SSMN

FUNDING OPPORTUNITIES: *California Arts Council*, National Endowment for the Arts (NEA), National Endowment for the Humanities (NEH)

CASE STUDIES & RESOURCES: Working Lands, Working Artists, a project from the *Mariposa County Creative Placemaking Strategy*, *Center for Community Progress*





Increasing capacity across community partners to build awareness and educational opportunities is an essential piece of implementing this Action Plan.





FOCUS AREA 02

WORKING LANDS ECONOMIC RESILIENCE

Sustained economic opportunities are key to maintaining and enhancing the rural lifestyle rooted in farming, ranching, and the County's unique natural resources. The County's beautiful working landscapes also contribute to the region's economy by attracting employers, workers and visitors alike. This focus area provides comprehensive agricultural economic development strategies that build upon the County's existing working lands assets to secure the viability of the agricultural economy into the future.

FOUNDATIONAL STRATEGY 2

Adopt an ordinance (or a program) to create a local food and cultural core for the town of Mariposa. This revitalization effort could connect the County's working landscapes and agricultural enterprises to the local community and visitors in the town of Mariposa by spotlighting the County's distinctive cultural, artistic and working lands identity.

The *Food & Cultural Core* could enable the expansion of "farm-to-table" and "Made in Mariposa" businesses through articulated transformational strategies that strengthen the downtown's economy and vibrancy by providing opportunities for:

- development and incubation,
- increased opportunities for distribution,
- value-added processing,
- farm to consumer retail and food service businesses, and
- increased visibility of Made in Mariposa products.

Through targeted streamlining, financial incentives and development of a specialized marketing and branding effort, the evolution of a Food & Cultural Core could amplify and honor Mariposa County's unique cultural and agricultural legacies while acting as an economic development strategy. See also Strategies 2C and 2G that are integral parts of this Foundational Strategy.

ACTIONS:

- *Identify and convene partners to prioritize needs, set a vision for the district , and explore case studies on the establishment of similar districts. Continue to work with this group to develop ordinance or program language and follow on strategies.*
- *Compile and develop local and regional market data to inform ordinance or program structure and transformational strategies based on a full understanding of market demand and capacity. This would include identifying "opportunity" sites in the downtown core. Strategies that the ordinance or program could support and catalyze, include:*
  - *Economic vitality: A focus on capital, incentives, and other economic and financial tools to assist new and existing businesses while catalyzing property development and/or investment,*
  - *Design: Support and incentives for creating and/or enhancing physical and visual assets in the downtown core, and*
  - *Promotion: Establishment of the downtown core as the "center" of the community and hub of cultural and economic activity, while showcasing Mariposa's unique characteristics that are tied to its working lands identity.*
- *Engage stakeholders in sustained and inclusive community engagement to create a strong foundation for a sustainable revitalization effort based on highlighting the food and culture of Mariposa, including cultivating partnerships, community involvement, and resources for the district.*

IMPLEMENTING PARTNERS: County Planning and Economic Development, Mariposa County Chamber of Commerce, YMCTB

ORGANIZATIONAL PARTNERS: MiM, SSMN, Sierra Foothill Conservancy, Mariposa County Arts Council, Rotary Club, local food and beverage merchants

FUNDING OPPORTUNITIES: County; USDA's *Local Food Promotion Program (LFPP)* and/or Farmers Market promotion program; *SBA Loans*

CASE STUDIES & RESOURCES: *Burlington; VT Agricultural Processing and Energy District*; *EPA Local Food*, *Local Places Toolkit*; *La Cucina* (low-income food business entrepreneur incubator)

SUPPORTIVE STRATEGIES

+ VALUE ADDED PROCESSING: STRATEGY 2A

Develop small-scale animal processing for local livestock producers.

Mobile meat processing units can address the challenges of economies of scale and can serve multiple small operations. Local animal processing at a scale that would be associated with a mobile-processing unit or other type of processing operation that is geared towards smaller local producers will typically lack the economies of scale that will make locally-processed meat products directly cost-competitive with conventionally-processed and marketed meat products, such as what is typically sold in supermarkets.

ACTIONS:

- *Convene partners to prioritize needs, set goals, explore case studies on meat processing feasibility studies and implemented projects, and identify funding for a needs assessment.*
- *Conduct a feasibility study and needs assessment to understand the demand for and scale of a potential future regional meat processing facility and the key considerations in starting up such a facility, including:*
  - *best practices in addressing food safety and quality assurance,*
  - *optimal locations for such a facility in the region,*
  - *the regulatory and permitting framework governing such facilities,*
  - *financial considerations, and*
  - *the availability of a skilled workforce and needed training programs (see also Strategy 1D).*

IMPLEMENTING PARTNERS: SFC, County Agricultural Commissioner, County Economic Development, County Environmental Health, USDA Food Safety, Erickson Ranch and Hornitos Beef and other community ranchers and meat producers

FUNDING OPPORTUNITIES: USDA's, *Value-Added Producer Grants (VAPG)*; Mariposa County Business Assistance/ Microenterprise Loan Program (CDBG); U.S. EDA funding through Central Sierra Economic Development District, *CDFA Resilient Food Systems Infrastructure Program*

CASE STUDIES & RESOURCES: *Meat Processing Feasibility Studies (case studies)*;*Mobile Poultry Processing Unit*, *Niche Meat Processing Assistance Network*, *A New Era for Meat Processing in California? Challenges and Opportunities*

+ VALUE ADDED PROCESSING: STRATEGY 2B

Promote consumer direct sales of locally-produced meats.

Beyond local meat processing, consumer direct sales of locally produced meats is an opportunity to capture the retail margins from the food production value chain within the local area. This also creates the opportunity for producers to interact directly with their consumers to educate them about their products and create stronger customer relationships. Mariposa County could look to support cooperation between local ranchers and butchers/processors to create a network strong enough to support a distribution website such as this.

ACTIONS:

- *Convene a working group to prioritize needs, set goals, and explore case studies.*
- *Conduct a market study to understand demand, opportunities and regional need.*
- *Conduct a review and assessment of the regulatory and permitting framework associated with consumer direct sales.*

IMPLEMENTING PARTNERS: County Economic Development, County Environmental Health, USDA Food Safety, Erickson Ranch and Hornitos Beef and other community ranchers and meat producers

FUNDING OPPORTUNITIES: USDA's, *Value-Added Producer Grants (VAPG), USDA Local Foods Promotion Program; Mariposa County Business Assistance/Microenterprise Loan Program (CDBG)*

CASE STUDIES & RESOURCES: *Hornitos Beef*, *Buy Ranch Direct*

+ VALUE ADDED PROCESSING: STRATEGY 2C

Provide incentives for the establishment of a brick and mortar Butcher Shop.

A traditional butcher shop that sells meats from a variety of local producers is another opportunity to capture more of the meat supply chain value within the local community. This strategy is directly connected to Foundational Strategy 2 regarding the establishment of a Food and Cultural Core for Mariposa and 2G and 2H regarding the establishment of a local food branding. A butcher shop that provides cut and wrap services on a local scale and has a retail storefront and an online marketplace could be beneficial to the downtown core and Mariposa County as a whole in addressing issues with accessing processing. Relying on a local butcher or butchers could enable Mariposa County to capture not only the value created from meat processing, but also the value created from distribution and sales.

ACTIONS:

- *Conduct a review and assessment of the regulatory and permitting framework associated with establishing a local butcher shop.*
- *Identify the barriers within USDA regulations on the establishment of a local butcher shop*
- *Identify types of economic development incentives that the County of Mariposa can offer to recruit a butcher shop.*
- *Identify potential partners/operators and optimal location.*
- *Coordinate with Strategy 1D in identifying and developing workforce training programs to meet the need for agricultural jobs.*

IMPLEMENTING PARTNERS: County Economic Development, County Environmental Health, USDA Food Safety, YMCTB, Erickson Ranch and Hornitos Beef and other community ranchers and meat producers

FUNDING OPPORTUNITIES: USDA's, *Value-Added Producer Grants (VAPG)*; Mariposa County Business Assistance/ Microenterprise Loan Program (CDBG); *CDFA, Resilient Food Systems Infrastructure Program*

CASE STUDIES & RESOURCES: *Ranchers Customer Butchering*

+ VALUE ADDED PROCESSING: STRATEGY 2D

Develop, implement and scale forest biomass for energy generation.

Building on the experience from the Mariposa Biomass Project, determine the scaling potential for additional biomass energy production. Given the amount of forest land in Mariposa County, combined with the need for better forest management practices that will, among other actions, remove excess fuels from fire-prone areas, the use of forest biomass for energy generation represents an attractive economic development activity. Using local forest biomass for energy generation helps to reduce wildfire hazards, but can also create local economic activity by converting the forest-thinning by-products to a marketable product (electricity).

ACTIONS:

- *Assess successes and challenges of the Mariposa Biomass Project and determine feasibility for a second facility with the potential for developing a micro grid for Mariposa County.*

IMPLEMENTING PARTNERS: Mariposa RCD, UCCE Woody Biomass Advisor

FUNDING OPPORTUNITIES: Private equity, grants, loans, tax credit investor equity

CASE STUDIES & RESOURCES: *Mariposa Biomass Project*; *Tuolumne Biomass LLC*, *North Fork Bioenergy Plan*

+ VALUE ADDED PROCESSING: STRATEGY 2E

Explore the opportunities for manufacturing products using locally harvested wood.

Smaller scale, sustainable harvesting of local trees/biomass could be an opportunity to supply materials for new forest products in a way that helps the State meet its climate goals. Although the volume would likely only be a small fraction of historic timber harvest, the value added through local manufacturing could be substantial. Financing from this program could be used to help finance projects such as the Mariposa Biomass Project and other local projects that would utilize biomass to create other marketable products, helping to achieve fuels reduction/forest resiliency goals as well as create new economic activity, including, but not limited to: (A) Clean energy production, except combustion biomass conversion; (B) Advanced construction materials; (C) Forestry equipment needed to achieve the state's goals for forest and vegetation management treatments; Public art that highlights the working landscapes of Mariposa County.

IMPLEMENTING PARTNERS: County Economic Development, RCD, MCFAC, MFSC, SSMN, UCCE Woody Biomass Advisor, US Forest Service

FUNDING OPPORTUNITIES: CA Forest Sector Economic Stimulus component of Wildfire and Forest Resilience Early Action Package for 2020-2021 (SB 85); *Mariposa County Business Assistance/Microenterprise Loan Program* (CDBG; U.S. EDA funding via Central Sierra Economic Development District; CDBG funding via CA HCD Small Cities economic development program

CASE STUDIES & RESOURCES: *Fabric Workshop Mass Timber Products and Services Company*

+ VALUE ADDED PROCESSING: STRATEGY 2F

Enhance zoning to encourage the establishment of infrastructure and support uses that facilitate the growth of the agricultural economy.

As the County pursues a zoning ordinance update, ensure that it clearly defines uses compatible with agriculture and accommodates value-added processing facilities and agritourism uses through changes to Agriculture and other compatible zone districts. This strategy implements General Plan Implementation Measure 10-5a.

ACTION:

- *Research existing ordinances and regulations to identify specific provisions that could be updated to enhance or expand utilization of agricultural lands.*
- *Utilize the Ag Roundtable in Foundational Strategy 1 to develop the goals of the potential updates and explore, together, the modifications to achieve those goals. This work also informs the Food and Cultural Core establishment in Foundational Strategy 2.*
- *Consider specific zoning tools and/or the establishment of different sub-areas to incentivize, catalyze and diversify the working lands economy. Potential tools include:*
  - *Cluster Subdivision Requirements: Ensure that clustering of homes is reinforced in subdivisions so that the retention of large contiguous lands for farming and ranching are retained.*
  - *Agricultural Industry Zones: Identify and recognize suitable "opportunity" areas to bolster the development of agricultural "infrastructure" such as areas ideal for agricultural packing, warehousing, processing and/or distribution of agricultural products.*
  - *Expanding uses and or reforms to regulations and development standards compatible with agriculture: Explore tools, uses or incentives that could give farmers and ranchers more flexibility in utilizing their land.*
  - *Agritourism: Explore uses and/or specific areas where agricultural tourism activities could make sense while ensuring the safety of ongoing agricultural activities. (See also Strategy 2G).*
- *Assess zoning, local permitting and related ordinances to identify barriers to efficient and effective planning and implementation of establishing infrastructure and/or climate-beneficial agricultural practices.*

IMPLEMENTING PARTNERS: County Planning, SFC

CASE STUDIES & RESOURCES: *Clarksburg Agricultural District Overlay Zone, Yolo County*

+ BRANDING & AGRITOURISM: STRATEGY 2G

Build on the "Made in Mariposa" program and existing tourism programs and add a new "Explore Mariposa" program to support the growing awareness of the importance of working lands to the health and resiliency of the region and the State.

Build on parallel strategies described in this document to create a positive feedback loop between land use policy, stewardship programs, and economic development efforts. On-farm education, agritourism and the establishment of a "Food and Cultural Core" in downtown Mariposa are all key pieces to the success of building a successful and visible brand.

ACTIONS:

- *Conduct outreach to farms and ranches that currently have, or would like to have, agritourism offerings, to address needs and challenges (e.g. regulatory and liability considerations) and to assist with promotional opportunities such as through the Yosemite Mariposa County Tourism Bureau (YMCTB). Collaborate with the YMCTB, to develop a more robust listing of agriculture-related activities and venues to promote these offerings.*
- *Coordinate with Strategy 1F, to support an Art, Cultural & Agricultural Creative Placemaking Program.*
- *Explore the feasibility of creating a community agriculture hub in the town of Mariposa with a garden, mill, processing tools, kitchen, and education and agri-tourism opportunities for a range of audiences, including ranchers, farmers, home gardeners, visitors, seniors and visitors. Coordinate with Foundational Strategies 1 and 2.*
- *Strengthen 'locally-grown food' promotion and awareness by working with Made in Mariposa to increase presence of this sector on their website, and by raising the profile of local grocery stores and restaurants that feature locally raised meat, eggs, and produce.*

IMPLEMENTING PARTNERS: Arts Council, YMCTB

FUNDING OPPORTUNITIES: *CDFA Community Resilience Centers program* (if renewed)

CASE STUDIES & RESOURCES: *Locally Grown Sonoma*, *Discover Coyote Valley*

> SUSTAINED ECONOMIC OPPORTUNITIES ARE KEY TO MAINTAINING AND ENHANCING THE RURAL LIFESTYLE ROOTED IN RANCHING, FARMING, AND THE COUNTY'S UNIQUE NATURAL RESOURCES."
>
> *Survey respondent, Fall 2022*

+ BRANDING & AGRITOURISM: STRATEGY 2H

Establish an agricultural branding cooperative and "community of practice" made of farmers and ranchers to create a community of collaboration that builds a Mariposa grown brand and develops a shared mission to grow value-added production, reach local and broader markets, and showcase agricultural and cultural products through local, regional, and Yosemite gateway retail outlets.

ACTIONS:

- *Convene partners to prioritize needs, set goals, explore branding concepts for Mariposa agricultural producers. Coordinate with Foundational Strategies 1 and 2.*
- *Build on the Made in Mariposa effort to support meat producing members to establish a logo for locally produced meat.*

IMPLEMENTING PARTNERS: UCCE, County, YMCTB, Farm Bureau

FUNDING OPPORTUNITIES: USDA's *Regional Food System Partnerships (RFSP)*

CASE STUDIES & RESOURCES: *Capay Valley Vision*, Chamber of Commerce, Farm Bureau

+ BRANDING & AGRITOURISM: STRATEGY 2I

Establish a Ranch/Farm Days Program.

Special events that are hosted on farms and ranches, County fairgrounds and/or rural towns can attract visitors from surrounding urban areas who are interested in visiting working farms and ranches, or who are attracted to a venue, to learn about the agricultural products of the area and agricultural practices. These types of events may be held at multiple times of the year and/or be focused on hosting specific groups, such as schoolchildren.

ACTIONS:

- *Convene partners to prioritize needs, set goals, explore event ideas and potential locations.*
- *Explore opportunities to revitalize and modernize the Mariposa County Fairgrounds to make it a fresh focal point and multi-functional resource for events at the County, including a Ranch/Farm days program.*
- *Consider multiple signature event venues for the program, including the Fairgrounds, specific ranches or farms, downtown Mariposa and/or the town of Hornitos.*
- *Coordinate with Strategy 1F to support the Art, Cultural & Agricultural Creative Placemaking Program.*

IMPLEMENTING PARTNERS: Merced-Mariposa Cattlemen's Association, Mariposa County Farm Bureau, Mariposa Agrinature Association, Friends of the Fairgrounds, Erickson Ranch and Hornitos Beef and other community

FUNDING OPPORTUNITIES: Sponsorship fees, admission fees; *CDFA 2022 Community Resilience Centers Program* (assuming a future round of funding)

CASE STUDIES & RESOURCES: *Day On the Farm*, *Santa Cruz County*

+ BRANDING & AGRITOURISM: STRATEGY 2J

Establish an annual food-related "Made in Mariposa" festival in downtown Mariposa.

Food-related festivals can include educational components such as those associated with Ranch/Farm Days, but they place a greater focus on a signature local crop or product and enhancing the local identity as a producer of that crop, by showcasing local foods products related to a single crop. This can include building on the "Taste of Mariposa" event, on-site dining, cooking contests and demonstrations, and sales of products to go, in addition to educational activities. In the Mariposa County context, this could involve locally-produced meats or another locally produced crop. These events are typically held annually, so that the event can build a following of both vendors/ exhibitors as well as visitors.

ACTIONS:

- *Convene partners to prioritize needs, set goals, explore festival ideas.*
- *Consider multiple signature event venues for the festival, including ranches or farms, downtown Mariposa and/or the town of Hornitos or similar areas.*
- *Coordinate with Strategy 1F to support the Art, Cultural & Agricultural Creative Placemaking Program.*

IMPLEMENTING PARTNERS: Made in Mariposa Association, Mariposa County Economic Development, EDC, County Chamber of Commerce, Yosemite/Mariposa County Tourism Bureau

FUNDING OPPORTUNITIES: Vending fees, sponsorship fees, admission fees

CASE STUDIES & RESOURCES: *Madera Pomegranate, Fruit, and Nut Festival*

+ BRANDING & AGRITOURISM: STRATEGY 2K

Establish a Native American Educational and Events Center to serve as a gathering place where Native culture is celebrated.

Educational and cultural activities are an opportunity to attract visitors to Mariposa County. This type of activity can leverage Mariposa County's working lands by focusing on the traditional practices of Native Americans and their relationship with the land via events to educate and build awareness of the County's Native American heritage, historic land stewardship practices, and traditional foods from the local area. The Center could consist of a museum and/or gallery space, a collection of Native cultural products and artifacts, a library, archives, a "land-to-table" teaching kitchen/restaurant, cultural programming and events, a native plant demonstration garden, and an education department for both sustaining generational knowledge and building meaningful and appropriate connections to indigenous knowledge and experiences. A component of the Center's educational programming could focus on traditional Native land stewardship practices and traditions of gathering, hunting, and fishing.

ACTIONS:

- *Convene implementing partners to prioritize needs, define the center's purpose, set goals, identify potential funding opportunities, acquisition strategies, as well as optimum locations for the center.*
- *Explore potential sites within the town of Mariposa, including the Frost Shop site, where visibility and accessibility is high and where it can take advantage of and contribute to the vitality and identity of the downtown Core.*

- *Research successful models that integrate education, cultural preservation, and community outreach to celebrate and promote Native American history, culture and traditions such as the Indian Pueblo Cultural Center in Albuquerque (see below for link).*
- *Develop a comprehensive program and fundraising strategy that draws from successful models as well as stakeholder outreach with the implementing partners.*

IMPLEMENTING PARTNERS: SSMN, County Planning and Economic Development, MAC, YMCTB, SFC

FUNDING OPPORTUNITIES: USDA, *Rural Placemaking Innovation Challenge (RPIC)*; California Cultural and Historical Endowment; Office of Indian Economic Development, Santa Fe Natural Tobacco Company Foundation; U.S. Dept of Interior Office of Indian Affairs: Tribal Tourism Grant Program

CASE STUDIES & RESOURCES: *Indian Pueblo Cultural Center, American Indian Alaska Native Tourism Association (AIANTA)*



INDIAN PUEBLO CULTURAL CENTER (IPCC), ALBUQUERQUE, NM

The Indian Pueblo Cultural Center (IPCC) Campus serves as a gathering place where Pueblo Culture is celebrated through creative and cultural experiences, while providing economic opportunities to Pueblo and local communities. It is located at the heart of nearly 80 acres of land owned by the 19 Pueblos and governed by the 19 Pueblos District. The IPCC first opened its doors to the public in 1976, seeking to do justice to the history and accomplishments of the Pueblo people of New Mexico. Since then it has been a place that facilitates understanding of and learning about the Pueblo culture, landscape, legacy, and story of continuance for both Pueblo and non-Pueblo audiences, where Pueblo people can tell their story through permanent and rotating exhibits, ongoing cultural and educational events, a cultural dance program, and an on-site restaurant.

FOCUS AREA 03

COMMUNITY RESILIENCE INCENTIVES

Healthy landscapes can sequester and store carbon, limit future greenhouse gas emissions into the atmosphere, protect people and nature from the impacts of the changing climate, and build resilience. This focus area provides strategies that bolster broadscale climate resilience while recognizing land conservation and ecosystem services as assets to the community worthy of investment.

FOUNDATIONAL STRATEGY 3.1

Establish a Mariposa County Working Lands Resiliency District (WLRD).

Pursuant to *California Senate Bill 852*, mobilize a bold response focused on protecting, supporting and investing in the County's working landscapes. The District's mission would be to work closely with the agricultural and working lands community to identify strategic investments to minimize the impacts of climate events, to encourage equitable public investment and to increase awareness of the important benefits working lands provide to Mariposa County residents and visitors. The WLRD would develop a financing mechanism and mobilize investments in:

1. **Education and awareness** around funding for emergency response, recovery, and prevention;
2. **Protecting carbon stocks** through land conservation and climate smart agricultural practices;
3. **Increase investment opportunities** for current low-income/indebted, BIPOC, or other systemically excluded community representative ranchers and farmers that are contributing to climate resilient working lands, and
4. **Scaling up and improving community** infrastructure to sustain and withstand the effects of catastrophic climate events.

ACTIONS:

- *Determine the financing mechanism(s), such as issuance of bonds serviced by property tax increment revenues, etc.*
- *Convene agricultural and other stakeholders as a "scoping group" to develop criteria for investment activities, e.g. implementation of conservation practices and wildfire risk reduction measures, conservation easements, recreation and resiliency projects, outreach and technical assistance, etc.*
- *Develop and adopt a Climate Smart Working Lands Investment Plan to guide investments of the WLRD, aimed at projects that reduce greenhouse gas (GHG) emissions and increase carbon sequestration. Build on the initial Ecosystem Services Assessment of the AAWLCP to develop an overall funding approach that ensures that the most impactful actions will be funded and implemented.*

IMPLEMENTING PARTNERS: Lead: County, Partners: SFC, UCCE, Sierra Nevada Conservancy

FUNDING OPPORTUNITIES: SGC, *Regional Climate Collaboratives (RCC) Program*

CASE STUDIES & RESOURCES: *SB 852, establishing Climate Resiliency Districts; Sonoma County Regional Climate Protection Authority, (RCPA)*; *Santa Clara County Agricultural Resilience Incentives program*



FUNDING CLIMATE-SMART FARMING AND RANCHING PRACTICES - THE AGRICULTURAL RESILIENCE INCENTIVE GRANT PROGRAM

The County of Santa Clara Board of Supervisors established the Agricultural Resilience Incentive (ARI) Grant Program in 2019 with the purpose of providing voluntary financial incentives to farmers and ranchers who are stewarding agricultural lands in the County for enhanced natural resource management and climate change resilience and mitigation.

The ARI grant program serves as a catalyst for regional efforts to increase the beneficial ecosystem services provided by agriculture and specifically to advance climate change goals by improving soil health and sequestering atmospheric carbon. In doing so, the program also aims to increase the resilience of the agricultural community.

The voluntary financial incentives made available through the ARI grant program enable farmers and ranchers to adopt or experiment with improved agricultural resource management practices and, in exchange, the County and its residents benefit from cost- effective resource management that can reduce greenhouse gas emissions, improve agricultural resilience, and deter sprawl development. Over time these soil health practices will accrue value to the agricultural operation as well, improving water and nutrient management, among other benefits.

FOUNDATIONAL STRATEGY 3.2

Develop a holistic Regional Working Lands Conservation Program within the County to utilize stronger incentives to facilitate investments in strategic working lands.

This program could include:

- standing up an Agricultural Easement Program (ACE), which could in part be funded by the WLRD and mitigation fees (refer to Foundational Strategy 3.1);
- developing a County agricultural mitigation program in conjunction with the ACE program that requires a mitigation fee for development that converts agricultural land to other incompatible uses;
- exploring opportunities to strengthen the Mariposa County Williamson Act Program and increase participation in the Program, and
- developing a lobbying campaign to reinstate and secure State subvention payments for Williamson Act payments.

ACTIONS:

- *Secure grant funding to support ACE program development.*
- *Develop an acquisition and stewardship plan for future voluntary participation of land owners. Key factors include:*
  - *The County, Sierra Foothill Conservancy, and other organizational stakeholders to collaborate in the planning process.*
  - *Building on the Ecosystem Services Assessment and Terra Count, develop and adopt a preferred acquisition strategy, using refined mapping to identify strategic properties that maximize carbon and other environmental co-benefits, and which are essential to sustain the local agricultural economy.*
  - *Building on the **Recreation and Resiliency Plan**, supplement the preferred acquisition strategy based on the potential of agriculture and working lands to support the development of trails in the western part of the county (and potentially connect to other locations in the county).*

- *Exploring other innovative types of easements being used in other communities that provide additional resources for utilizing beneficial environmental and social practices. Consideration could also include how to give priority to small ranchers and farmers as well as invest in models to increase diversity of working lands ownership.*
- *Identify and implement a sustainable financial/ funding model, including SALC grant funding, agricultural mitigation fees (Land Use Policy AG-1.1) and / or real estate transaction fees or other fees or assessments. Determine how the development of a WLRD could fund easement projects (see Foundational Strategy 3.1).*
- *Establish the administrative structure for the ACE program, including the feasibility of developing a central ACE Program administrator.*

- *Develop an outreach program and related materials to educate landowners about the benefits of conservation easements.*
- *Develop a County agricultural mitigation program that works in conjunction with an ACE program that develops a compensatory mitigation standard for projects that convert agricultural land to non-agricultural uses.*

IMPLEMENTING PARTNERS: County (Planning, Agricultural Advisory Committee, Mariposa Board of Supervisors), SFC

FUNDING OPPORTUNITIES: SALC Planning Grant

CASE STUDIES & RESOURCES: *San Diego PACE Program*; *Conserving California's Harvest, A Model Mitigation Program and Ordinance for Local Governments*



HORNITOS RANCH CONSERVATION EASEMENT

One of Sierra Foothill Conservancy's most recent conservation easement acquisition projects, the 6,972-acre Hornitos Ranch, presents a model for how community partnerships and working lands conservation supports long-term community resiliency. This iconic ranch located in western Mariposa county is the centerpiece of SFC's Merced River Conservation Corridor. This focus area aims to connect and protect private working landscapes, with public land, to create a 20,000 acre corridor for wildlife in the Merced River watershed, while conserving valuable historic and cultural resources, along with critical wildlife habitat and water resources. The Hornitos Ranch is adjacent to the Merced River and Lake McSwain Public Recreation Area, boasts over three miles of Merced riverbank, 31 miles of streams, nine miles of wildlife corridor, 42 acres of riparian habitat, 146 acres of U.S. Fish and Wildlife designated critical habitat for vernal pool species, 5,084 acres of blue oak savannah and 1,700 acres of annual grassland. The Hornitos Ranch Conservation Easement addresses statewide conservation goals by preventing fragmentation of working landscapes, future pollution and degradation of air, water and natural resources. The conservation easement held by SFC will permanently ensure the reliability of local water supplies and protect 11 square miles of adaptation corridor for native species in the face of a changing climate.

SFC's partners include landowner Hornitos Land Company, LLC, and the partners who funded the purchase of the conservation easement, California Department of Fish and Wildlife, the California Department of Conservation, the Wildlife Conservation Board and the California Wildlife Foundation.

SUPPORTIVE STRATEGIES

+ STRATEGY 3A

Build capacity within the County to holistically support the implementation of this Action Plan and the working lands economy and investments.

This would include creating a program manager position and support staff that would provide assistance and oversight for working lands activities, including administering the implementation of this Plan, the Regional Working Lands Conservation Program (Strategy 3.2), and the operations of the WLRD (Strategy 3.1). This strategy Implements GP AG Goal 10-1.

ACTIONS:

- *Develop job descriptions that include a program manager and potential needed staff based on assessment of responsibilities and successes and challenges of similar efforts in other counties/agencies.*
- *Identify existing staff resources, budget resources and potential funding sources to support the creation of support staff.*
- *Explore hiring a grant writer that would be responsible for researching, writing, and coordinating grant application processes to secure funding for the implementation of this Action Plan.*

IMPLEMENTING PARTNERS: County-wide agencies

FUNDING OPPORTUNITIES: UC ANR *Climate Smart Ag Technical Assistance*

CASE STUDIES & RESOURCES: *Santa Clara County Ag Planner Manager job description*

+ STRATEGY 3B

Identify and secure funding for scaling carbon farming and other nature-based solutions countywide.

With increased emphasis on slowing the effects of climate change, at both the State and federal levels, there is recognition that maintaining working landscapes can help to sequester carbon and provide other types of valuable environmental benefits. There may be increasing opportunities for funding that can be used to compensate landowners for implementing climate-smart practices (CSP) that sustain and build ecosystem services on their properties. Support partnerships to secure funding, deliver education, and provide technical assistance for the implementation of conservation management practices that protect, sustainably manage, and restore nature to deliver multiple outcomes, including addressing climate change, improving public health, increasing equity, and protecting biodiversity.

ACTION:

- *Develop a collaboration with the Sierra Foothill Conservancy, Mariposa County Planning, UC Cooperative Extension, Mariposa RCD, and other organizations to pursue California Department of Food and Agriculture Healthy Soils Pilot Block Grants Program (and similar grant programs) and as an organizing structure and platform for promoting widespread adoption of conservation management practices throughout Mariposa County.*
- *Work closely with the ranching community to understand existing practices and the extent of land grazed, tracking both cattle volume and grazing extent, and conduct periodic soil carbon sampling to better understand the baseline of benefits from existing practices.*

- *Focus on identifying and completing visible pilot/demonstration projects under State and Federal grant and technical support programs (such as the Healthy Soils Initiative) that provide support to scale carbon farming and nature-based solutions.*
- *Assess opportunities for Mariposa County agricultural operators to participate in voluntary carbon markets (VCMs) which would allow them to benefit from selling "environmental credits" (e.g., offsets) for climate-smart land stewardship and agricultural practices.*

IMPLEMENTING PARTNERS: UCCE, Mariposa County Planning, SFC,, Mariposa RCD, NRCS, Mariposa County Air Pollution Control District

FUNDING OPPORTUNITIES: CDFA, *Healthy Soils Pilot Block Grants Program*, UC ANR *Climate Smart Ag Technical Assistance*; Point Blue, *Roots Program*; Zero Footprint, *Restore Program*; NRCS EQIP

CASE STUDIES & RESOURCES: *Louisiana Department of Environmental Quality, Water Quality Trading Program; American Carbon Registry*



WHAT DO WE MEAN BY NATURE-BASED SOLUTIONS AND WHY ARE THEY IMPORTANT?

Nature-based solutions are sustainable planning, design, environmental management and engineering practices that weave natural features or processes into both natural and modified ecosystems to promote adaptation and resilience. These solutions use natural features and processes to deliver multiple outcomes, including the reduction of flood risk, improvements to water quality, protection of property, and increased resilience to wildfires etc.

Nature-based solutions are important because they offer significant monetary and non-monetary benefits. They often come at a lower cost than traditional infrastructure improvements. These benefits include economic growth, green jobs, increased property values, sustainable water systems and better public health. Numerous examples of effective nature based solutions are readily available, including:

- *Climate smart agricultural practices increase soil carbon and function for improved water quality and availability, nutrient efficiency and natural fertility, crop production and forage growth. They can also increase water storage for flood and drought resilience, contribute to our economy, increase food security, improve water and air quality, support biodiversity, and on grasslands can reduce the risk of extreme wildfire.*
- *Climate smart forest management reduces the threat of catastrophic wildfire and supports long-term carbon storage. Nature-based solutions that improve the health of our forests also capture and clean our water supply, improve air quality, provide habitat for wildlife, create high-road jobs, and support local economies through tourism, recreation, and forest products.*



CARBON FARMING: WHAT ARE WE TALKING ABOUT?

Carbon sequestration is the natural process of plants taking in CO2 from the atmosphere and, through a biochemical interaction between the roots, the soil, and microorganisms, storing that CO2 in the soil profile. Rangeland and cropland, including publicly and privately managed lands, comprise a large portion of the land base in Mariposa County. These working lands have significant potential for sequestering carbon from the atmosphere, thus serving as a climate mitigation strategy. Active management of working lands can enhance the rate of carbon sequestration in soils and vegetation, therefore carbon farming (i.e., the suite of practices that brings about more sequestration) has a critical role to play in helping Mariposa County develop resilience to climate change while simultaneously reducing atmospheric greenhouse gasses driving climate change. Carbon farming and other related agricultural activities may be referred to as "climate beneficial" because of the capacity to draw carbon from the atmosphere and for the numerous co-benefits of carbon farming, including increased soil organic matter and soil water-holding capacity. Such activities include, but aren't limited to compost application, cover cropping, hedgerow planting, and prescribed grazing.

+ STRATEGY 3C

Continue to explore options for forest and land stewardship opportunities in collaboration with the Native American community.

Related to federal and state interest in climate change, there is increasing emphasis on forest health and resilience to wildfires on public lands. In addition, there is greater awareness of the important historic role of Native American groups in the stewardship of the landscape and interest in cooperating with Native American groups in public land management. This extends not only to planning for public land management, but also in some cases directly hiring Native American organizations to help in actively managing public lands consistent with historic Native American practices. This may create expanded opportunities for generation of local employment and income through the participation of Native American groups from Mariposa County in the stewardship of public lands within the County.

Expand the SSMN Pollinator Project to train and develop a versatile Tribal Conservation Corps to provide holistic land stewardship services including habitat restoration, fuels reduction, cultural and prescribed burning, and reforestation. Likewise, expand opportunities for cultural burns to reduce fuel, improve natural resources, and replant native plant species of traditional significance to the Southern Sierra Miwuk tribe.

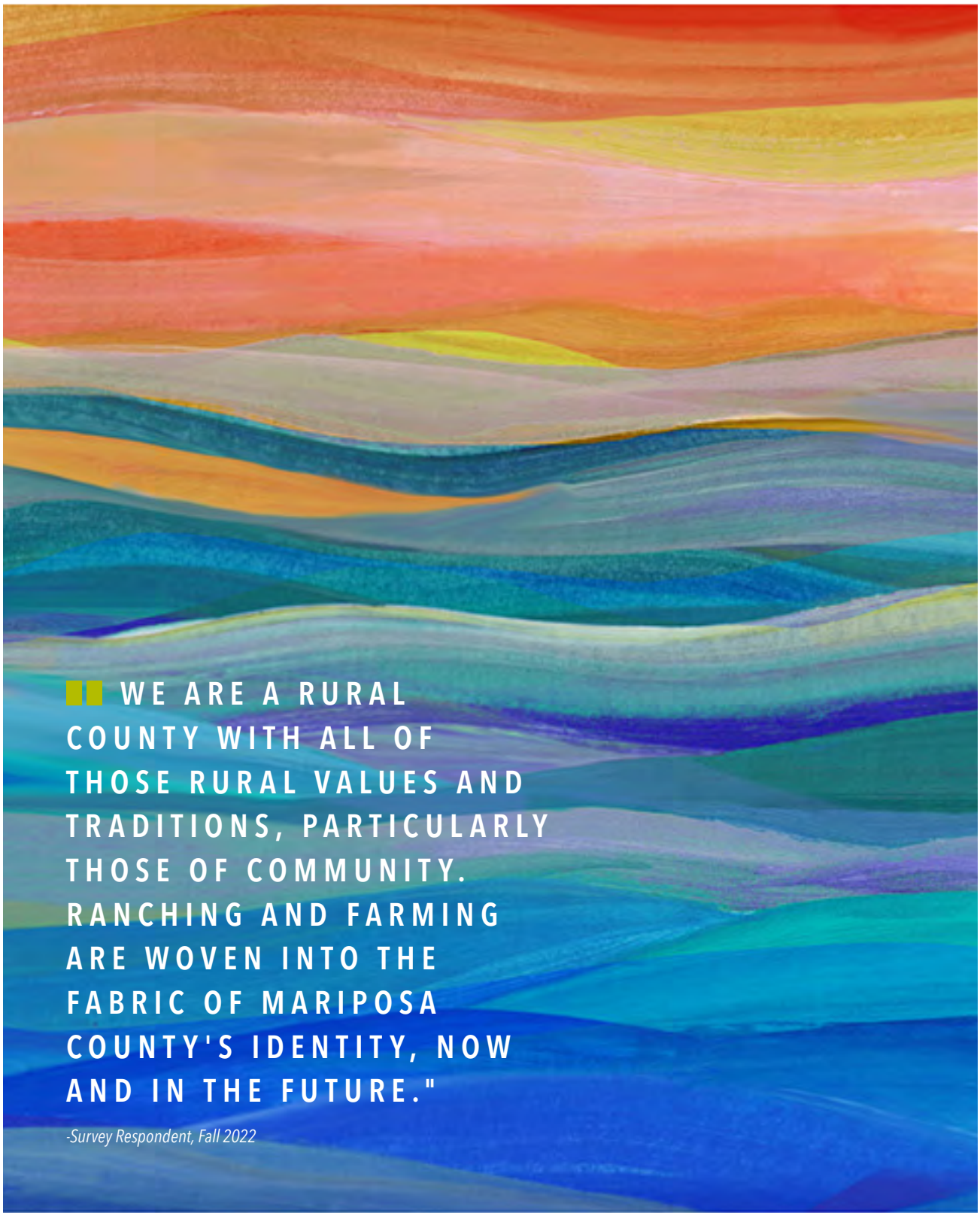
ACTION:

- *Develop a collaborative partnership among SSMN, NPS, the BLM, and the US Forest Service to explore stewardship opportunities on public lands.*

IMPLEMENTING PARTNERS: SSMN, NPS, Mariposa County, SFC, MFSC, Mariposa RCD, BLM, US Forest Service

FUNDING OPPORTUNITIES: *CA Wildlife conservation Board*; *CA Dept of Fish and Wildlife*; *CAL FIRE Forest Health Grant Program*; Sierra Nevada Conservancy; National Science Foundation; U.S. Joint Fire Science Program

CASE STUDIES & RESOURCES: *Native American approaches to fire management*



CONCEPTUAL MURAL DESIGN BY ERIKA WOLFSEN AS PART OF THE "WORKING LANDS, WORKING ARTISTS" PROGRAM.

AWLCP



MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN.

APPENDICES.

An Action Plan for investment in our agricultural & working lands for regional resilience

AWLCP

SECOND DRAFT | JULY 31, 2023



MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN.

APPENDICES.

AWLCP



[A] AGRICULTURAL & WORKING LANDS ECONOMIC DEVELOPMENT FRAMEWORK, BAE URBAN ECONOMICS, MARCH 2023 01

[B] ECOSYSTEMS SERVICES ASSESSMENT FOR THE MARIPOSA COUNTY AGRICULTURAL AND WORKING LANDSCAPE CONSERVATION PLAN, ECOMETRICS, JUNE 2023 02

[C] AGRICULTURAL EDUCATION AND AWARENESS REPORT, SAGE, MARCH 2023 04

[D] STAKEHOLDER LISTS AND DRAFT OUTREACH & ENGAGEMENT PLAN, FALL 2023 06

[E] AGRICULTURAL CONSERVATION POLICY & LAND CONSERVATION ASSESSMENT FOR MARIPOSA COUNTY, APRIL 2023 10

[F] KEY FINDINGS, TRENDS AND QUOTES FROM FALL 2023 SURVEY, FEBRUARY 2023 20

APPENDIX A.

Agricultural & Working Lands Economic Development Framework, BAE Urban Economics, March 2023

AWLCP

bae urban economics

Agricultural & Working Lands Economic Development Framework

Prepared for the Cultivate, LLC and the County of Mariposa

March 24, 2023

March 24, 2023

Amie MacPhee
Principal
Cultivate, LLC

Via e-mail: amie@cultivate-ca.com

Dear Amie:

BAE is pleased to submit this Agricultural & Working Lands Economic Development Framework, to support the preparation of the Mariposa County Agriculture and Working Lands Conservation Plan (AWLCP). It has been a pleasure working with you and the rest of the team on this project and I look forward to seeing how this framework is integrated into the AWLCP.

Sincerely,



Matt Kowta, MCP
Principal

Table of Contents

INTRODUCTION 1
PRIMARY STRATEGY AREA 1: VALUE-ADDED PROCESSING 3
Tactical Approach 1.a.: Small-Scale Animal Processing for Local Livestock Producers 3
Tactical Approach 1.b.: Consumer Direct Sales of Locally-Produced Meats 7
Tactical Approach 1.c.: Brick and Mortar Butcher Shop 9
Tactical Approach 1.d.: Use of Forest Bio-Mass for Energy Generation 10
Tactical Approach 1.e.: Manufacturing Products Using Locally Harvested Wood 11
PRIMARY STRATEGY AREA 2: MONETIZING ECOSYSTEM SERVICES 13
Tactical Approach 2.a.: Carbon Offsets to Fund Sustainable Working Lands Projects 13
Tactical Approach 2.b.: Land Stewardship in Collaboration with Native American Groups 16
Tactical Approach 2.c.: SB 852 Climate Resiliency Districts 19
PRIMARY STRATEGY AREA 3: AGRICULTURAL TOURISM 21
Tactical Approach 3.a.: Ranch/Farm Days 21
Tactical Approach 3.b.: Annual Food-Related Festival 24
Tactical Approach 3.c.: Native American Educational Venues and Events 24
Tactical Approach 3.d.: Agricultural-Oriented Visitor Accommodations 27
Tactical Approach 3.e.: Farmstands Selling Locally Grown/Produced Products 30
NEXT STEPS 34

INTRODUCTION

Based on findings from BAE's Economic Contributions of Agriculture study as well as other background information, and input from other consultant team members, project partners, and key stakeholders, BAE has developed the following framework for economic development that is focused on economic activities that will compliment the long-term conservation and enhancement of Mariposa County's agricultural and working lands. This Agricultural and Working Lands Economic Development Framework informs the content of Focus Area 2 of the Mariposa County Agricultural and Working Lands Conservation Plan (AWLCP): Agricultural and Working Lands Economic Resilience.

Three primary strategy areas comprise the strategic economic development framework, which build upon Mariposa County's existing agricultural and working lands assets, including:

- Value-Added Processing
- Ecosystem Services
- Agricultural Tourism

This Agricultural and Working Lands Economic Development Framework is consistent with the Mariposa County General Plan, starting with General Plan guiding principles established by the Board of Supervisors, including, "The Protection of Agriculture is Critical for the County's Future". In addition, this framework also aligns with key elements, including the Economic Development Element and the Agriculture Element. Specifically, it supports the former by "supporting enhancement of the County's economic sectors" and it supports the latter by "nurturing the agricultural economy throughout the county".

Further, this framework also builds upon the 2017 Mariposa County Economic Vitality Strategy. For example, the Agricultural Tourism strategy area is consistent with the Economic Vitality Strategy's Strategic Initiative #1: Promotion and Expansion of the Tourism Sector. The Ecosystem Services strategy area fits with the Economic Vitality Strategy's Strategic Initiative #2: Diversification and Expansion of the Local Economy, and the Value-Added Processing strategy area fits with the Economic Vitality Strategy's Strategic Initiative #3: Business Retention and Expansion.

The following discussion explains the rationale for choosing each of the three primary strategy areas and also gives examples of the types of supporting actions that could be included as part of the strategy. The subsequent chapters of this framework report discuss each of the strategy areas and include examples of various types of implementation activities that Mariposa County stakeholders may wish to consider as models for local economic development supporting the AWLCP and other countywide economic development objectives. These examples could be adapted for economic development in Mariposa County or, in the

case of examples of initiatives that are already under way locally, expanded and built upon for further local economic benefit.

Within each **primary strategy area**, the following sections identify several **tactical approaches** that have been identified as potentially relevant to expanding economic activity in Mariposa County. Each of the tactical approaches is illustrated with implementation **activity/resource examples.** These examples are either projects/programs that have been implemented in other locations or that are being implemented in Mariposa County or they are examples of funding source or tools that could potentially be utilized in Mariposa County. This information is intended to provide direction for Mariposa County stakeholders to consider and select the most promising opportunities and then develop and implement specific activities tailored to Mariposa County, for each of the primary strategy areas.

PRIMARY STRATEGY AREA 1: VALUE-ADDED PROCESSING

Value-added processing refers to activities related to transforming raw materials into finished products that can be marketed to end-users. For forest products, this could include harvesting, transporting, milling, manufacturing into household products, processing for energy production, selling to wholesalers, distributing to retail chains, and selling to end-users. This is sometimes referred to as the supply chain. At each step of the supply chain, value is added to the product and the employees and business owners who handle the different steps garner income from their role in the process.

Traditionally in resource-based economies, materials are exported out of the local economy in their "raw" state and very little of the additional economic activity associated with value-added processing is captured within the local economy. Local economic development strategies often seek to leverage their "base" economic activities, such as agriculture and forestry, by implementing strategies to increase the amount of value-added processing conducted locally, so that the local economy can capture the employment and income benefits of greater parts of the overall supply chain.

In Mariposa County, agriculture and forestry are two existing base industries that create opportunities for increased local value-added processing of which there is relatively little at this time. In the Mariposa County context, livestock raising is the most prominent component of private sector agriculture, which generates about $36.7 million in output per year. There is also a limited amount of local crop production on small farms. Forestry is an important activity on public lands, which comprise a large percentage of the total Mariposa County land area; however, traditional timber harvesting activity has contracted to just a fraction of its historical levels. Following are tactical approaches and example activities for value-added processing.

Tactical Approach 1.a.: Small-Scale Animal Processing for Local Livestock Producers

Mariposa County ranchers face a number of hurdles to shift from selling their animals into conventional wholesale meat production channels where the animals are shipped out of the county for processing and distribution. This includes lack of local processing facilities and lack of economies of scale, which can create barriers to viability and competitiveness. Individual local producers may not have sufficient production and processing volume to support their own dedicated processing facilities. These types challenges have been addressed in other communities through mobile meat processing units that can serve multiple small operations. Local animal processing at a scale that would be associated with a mobile-processing unit or other type of processing operation that is geared towards smaller local producers will typically

lack the economies of scale that will make locally-processed meat products directly cost-competitive with conventionally-processed and marketed meat products, such as what is typically sold in supermarkets. Recognizing these challenges, as well as the benefits of locally-produced and consumed farm products, the USDA has established the Value-Added Producer Grants (VAPG) program to help underwrite some of the costs that small producers incur.

- *Activity/Resource Example 1.a.i: Mobile Meat Processing Unit*



Location: Auburn, CA

Year Established: n. avail. Unit was shut down after long-time manager/operator relocated out of state.

Description: The Auburn Mobile Poultry Processing Unit was a 23-foot trailer that was outfitted for harvesting poultry. It was operated under the auspices of Nevada County Grown as a service to small producers who did not have sufficient volume to take their birds to larger processors. The processing unit had a manager who maintained the unit and transported it to farms for a daily fee. The former manager, Rob Bielen, provided guidance on use of the equipment and the farmers handled the actual processing. The unit operated under a USDA exemption for producers handling less than 20,000 birds per year, which alleviated some regulatory compliance requirements, but also limited the use of the processed meat for self-use or for direct-to-consumer sales.

According to the Niche Meat Processor Assistance Network, mobile meat processing units have varying success, but under the right circumstances and attention they have proven to be great tools to increase development of local

meat production, processing, and ultimate sale. The Nevada County unit shut down after its manager moved out of state and Nevada County Grown decided not to continue with the service; however, Mr. Bielen reports that he still regularly receives calls from small growers who are interested in using the service.

Funding Sources: Funding for this type of unit varies; some seem to be operated by a local government, and are therefore at least partially funded by public dollars. There are also federal grants, such as the Value Added Producer Grant (see below), that could potentially be applied to develop a similar facility. Rental fees previously covered the cost of maintaining and transporting the Auburn unit.

Geographic Scope: The Auburn unit served producers from a wide area, ranging from Redding to San Luis Obispo, and from the Sierra Nevada foothills to the Bay Area.

Results/Outcomes: The Auburn Mobile Poultry Unit's manager reported that the unit experienced strong demand from small producers, including households who raised chickens for their own use. He also indicated that one of the successes of the unit was the community of producers that coalesced around the use of the unit and shared information on poultry raising with each other and also coordinated group purchase of chicks, feed, and supplies to make their production more cost-effective. Other examples, such as the first USDA inspected slaughter unit belonging to Island Grown Farmers Cooperative in Washington have been very successful in revitalizing local economies. On an island off the coast of Washington state, the ranchers had little affordable options to process their meat. They attribute the success of the operation to the emphasis on scheduling and organization, requiring slaughters to be booked a year in advance whether or not the calf is born yet.

Mariposa Applications: Mariposa County could examine investing in a mobile meat harvest unit to offer as an alternative to larger, further away meat processing plants. This would benefit individual ranchers who would spend

much less on processing costs and transportation of animals, as well as the whole local economy from localizing the profits associated with processing, accompanied by the value added from local sales. The way the Auburn unit functioned with the manager also serving to educate producers on how to use the unit could be an avenue to provide education and outreach to small producers who may lack the knowledge necessary for success. One idea for the Auburn unit that was not implemented was an idea to establish a regular schedule for the mobile unit to park at the county fairgrounds and be set up for producers to bring their birds and process them at the fairgrounds. This would have reduced travel time for the mobile unit and provided small processors a set schedule for processing their birds. According to Mr. Bielen, this idea was met with approval of the fairgrounds and USDA regulators because it could be deemed an educational function for the producers who would still process their own birds, and because it tied in with the agricultural education mission of the fairgrounds.

URL: https://www.nichemeatprocessing.org
https://smallfarms.oregonstate.edu/what%E2%80%99s-holding-back-local-meat
https://ucanr.edu/sites/placernevadasmallfarms/livestock/poultry/mobilelivestock/poultryprocessor/
Contact: Roger Ingram, University of California Cooperative Extension, (530) 889-7385, rsingram@ucdavis.edu; Rob Bielen, 530-559-0161, bielen6@att.net

- *Activity/Resource Example 1.a.ii: USDA Value-Added Producer Grants – Gentz Cattle Company*

  Location: Winnie, TX

  Year Established: Ranch established in 1979, VAPG received in 2007

  Description: Gentz Cattle Company had been struggling with the hardships associated with running a small scale ranch since its inception. High land

prices, hard to access processing, and inconsistent schedules made it extremely difficult to turn a profit. Their primary trade was originally in live calves, but they saw they could increase profits by processing their meat and selling it to markets and locals. In receiving a Value Added Producer Grant, it enabled the company to feasibly access the one processing facility close enough that would process a herd of their size.

Funding Sources: USDA Value Added Producer Grants are federally funded and applied for on a yearly basis. In 2022, a total of $19.75 million had been allocated to the grants through various bills and legislation.

Geographic Scope: VAPGs can be applied for throughout the US.

Results/Outcomes: The grant for Gentz Cattle Company was applied to their processing fees, including transportation of animals, and advertising costs. The grant allowed them to access markets and audiences they may have otherwise never reached.

Mariposa Applications: Value Added Producer Grants have a lot of potential to remedy some of the specific problems Mariposa county is experiencing, creating more avenues for funding to go towards individual and collective processing and marketing efforts. The application process prioritizes at-risk and low-income populations.

URL: https://www.agmrc.org/business-development/
https://www.gentzlonghornbeef.com/

Tactical Approach 1.b.: Consumer Direct Sales of Locally-Produced Meats

Beyond local meat processing, consumer direct sales of locally produced meats is an opportunity to capture the retail margins from the food production value chain within the local area. This also creates the opportunity for producers to interact directly with their consumers to educate them about their products and create stronger customer relationships.

- *Activity/Resource Example 1.b.i: Buy Ranch Direct, Calistoga, CA*

  Location: Calistoga, CA (Napa County)

  Year Established: Unknown

  Description: Buy Ranch Direct is a website that sells meat raised and processed in Northern California, primarily from Diamond Mountain Ranch but also ranches in the Napa area that meat their quality standards. They offer distribution through farmers markets locally and in Southern California as well as delivery. They emphasize grass-fed, high-quality meat that is processed locally.

  Funding Sources: The website has a few partner farms listed, but the majority of their funding seems to come from meat and membership sales.
  Geographic Scope: BRD supplies farmers markets both near Napa and in Southern California, as well as delivering to many regions in CA and beyond.

  Results/Outcomes: Not many outcomes are listed online, but it can be assumed the Buy Ranch Direct website and Southern California distribution system has enabled both Diamond Mountain Ranch and smaller involved farms to have control over their sales and maintain much more of the profits. The website can increase their range and scope of sales drastically, also while maintaining a larger share of the profits.

  Mariposa Applications: Mariposa County could look to support cooperation between local ranchers and butchers/processors to create a network strong enough to support a distribution website such as this. An interview with a local rancher has indicated there is interest in this type of collaboration among local beef producers; however, there would be a need to address issues such as quality control standards if a single brand is marketing meats from multiple producers.

URL: https://buyranchdirect.com/

https://www.diamondmountainranch.com/gallery

Tactical Approach 1.c.: Brick and Mortar Butcher Shop

A traditional butcher shop that processes and sells meats from a variety of local producers is another opportunity to capture more of the meat supply chain value within the local community.

- *Activity/Resource Example 1.c.i: Ranchers Custom Butchering, Inc.*

  Location: Corning, CA (Tehama County)

  Year Established: Unknown

  Description: "Ranchers Meats is a family owned, locally operated butcher shop located in Northern California offering mobile slaughter services, custom cut & wrap, wild game processing and a large variety of retail meat." The shop indicates it offers its services around Northern California, and operates as a mobile slaughter unit, butcher, and distributor of meats.
  Funding Sources: Private business funded through charging for their processing services as well as meat sales.

  Geographic Scope: Northern California

  Results/Outcomes: Mobile processing and local butchering such as this has the potential to free local producers from dependency on large scale, far away and hard to access meat processors, while adding significant value to their meats from keeping it local and at the same time avoiding the necessity of operating their own processing facility. Ranchers can both save on transportation costs and gain more revenue due to the local nature of the processing and sale.

  Mariposa County Applications: A butcher shop that processes meats on a local scale and has a retail storefront could be extremely beneficial to Mariposa

County in addressing issues with accessing processing. Relying on a local butcher or butchers could enable Mariposa County to capture not only the value created from meat processing, but also the value created from distribution and sales.

URL: https://www.rancherscustombutchering.com/

Tactical Approach 1.d.: Use of Forest Bio-Mass for Energy Generation

Given the amount of forest land in Mariposa County, combined with the need for better forest management practices that will, among other actions, remove excess fuels from fire-prone areas, the use of forest bio-mass for energy generation represents an attractive economic development activity. Using local forest bio-mass for energy generation helps to reduce wildfire hazards, but can also create local economic activity by converting the forest-thinning by-products to a marketable product (electricity).

- *Activity/Resource Example 1.d.i: Mariposa Bioenergy Project*

  Location: Mariposa Industrial Park, 5673/5686 Copper Leaf Dr., Mariposa

  Year Established: Currently under development

  Description: 2.4 MW Bioenergy Facility

  Funding Sources: $27.5 million in private equity, grants, loans, tax credit investor equity

  Geographic Scope: Plant feedstock to come from within Mariposa County public and private lands

  Results/Outcomes: Project is projected to support 8 to 10 full-time plant employees plus another 20 to 30 year round jobs harvesting and transporting biomass to the plant

  Mariposa County Application: If this initial project is successful, the project could serve as a template for additional similar plants that would draw on the

extensive supply of forest biomass produced within the county and the ongoing need for forest vegetation management.

URL: http://mariposabiomassproject.org/index.html

Tactical Approach 1.e.: Manufacturing Products Using Locally Harvested Wood

While timber harvesting on the scale associated with Mariposa County's historic logging activity no longer occurs due to a number of factors; however, smaller scale, sustainable harvesting of local trees/biomass could be an opportunity to supply materials for new forest products in a way that helps the State meet its climate goals. Although the volume would likely only be a small fraction of historic timber harvest, the value added through local manufacturing could be substantial.

- *Activity/Resource Example 1.e.i: Financing for Forest Product Production*

  Location: CA statewide

  Year Established: 2021

  Description: $25 million for Forest Sector Economic Stimulus component of Wildfire and Forest Resilience Early Action Package for 2020-2021 (SB 85)

  Funding Sources: State General Fund

  Geographic Scope: State of CA via the CA Infrastructure and Economic Development Bank, Climate Catalyst Program

  Results/Outcomes: n.avail. – use of funds is pending

  Mariposa County Application: Financing from this program could be used to help finance projects such as the Mariposa Biomass Project and other local projects that would utilize biomass to create other marketable products, helping to achieve fuels reduction/forest resiliency goals as well as create new economic activity, including, but not limited to:

  (A) Clean energy production, except combustion biomass conversion.
  (B) Advanced construction materials.

(C) Forestry equipment needed to achieve the state's goals for forest and vegetation management treatments. Can also finance workforce training for related activities.

URL: https://www.ibank.ca.gov/climate-financing/climate-catalyst-program/

PRIMARY STRATEGY AREA 2: MONETIZING ECOSYSTEM SERVICES

As a primarily rural county, most of Mariposa County's land area is covered by farmland, grazing/rangeland, and forest. These landscapes provide a wide range of ecosystem services. Consultant Team member EcoMetrics is providing in-depth explanation and analysis of the value of ecosystem services that Mariposa County's working lands generate, so that information will not be repeated in this economic development strategy framework; however, EcoMetrics estimates the value to be approximately $18 billion per year.

One challenge with ecosystem services is that the benefits of ecosystem services are very diffuse and often there is no established means for the beneficiaries to pay for these services. In other words, ecosystem services are often "public goods". A challenge for counties like Mariposa whose working lands produce large quantities of ecosystem services is how to capture some of that value to benefit their local community members and their economies. A further challenge for Mariposa County is that large parts of the County that are producing these ecosystem services are owned and managed by public agencies, such as the U.S. Forest Service, the National Park Service, and the Bureau of Land Management. This limits the ability of a local community to influence the management of the land to benefit the local economy. In contrast, private landowners may have more direct means to capture economic benefits from their land, without the constraints that accompany public land ownership.

Following are some examples of potential opportunities to monetize ecosystem services provided by Mariposa County's agricultural and forest lands:

Tactical Approach 2.a.: Carbon Offsets to Fund Sustainable Working Lands Projects

With increased emphasis on slowing the effects of climate change at both the State and federal levels, there is recognition that maintaining working landscapes can help to sequester carbon. There may be increasing opportunities for funding that can be used to compensate landowners for implementing climate-friendly actions on their properties.

- *Activity/Resource Example 2.a.i: CA Air Resources Board Compliance Offset Protocols/AB 1757*

  Location: California

  Year Established: 2014/2022

Description: California Air Resources Board (ARB) has a set of established protocols to apply to various properties wanting to offer and sell their capture and storage of greenhouse gases as a cap-and-trade offset. The different types of projects include livestock, mine methane capture, ozone depletion substances, rice cultivation, as well as US Forest and Urban Forest projects. Each of these protocols outlines a process for quantification of the gasses stored or absorbed by the project in question, with certified Offset Project Operators tasked to report these quantities to an approved Offset Project Registry in order to receive ARB offset credits. AB 1757 passed in 2022 and requires various state entities including the ARB to collaborate in order to establish various climate goals to be achieved with nature-based solutions. This could be accomplished through some of the protocols listed above as well as justifying creation of additional protocols for other carbon offset activities that can contribute to achieving statewide GHG reduction goals. Additionally, although it does not directly pertain to ecosystem services, the California ARB's FARMER program could be a useful tool in increasing the opportunities for funding that can be used to compensate landowners for implementing climate-friendly actions on their properties. Local farmers could potentially secure funds to update their equipment for greater efficiency, saving on costs down the line, while also benefiting from reduced fuel expenditures.
Funding Sources: California state funded, supported by trading and purchasing of compliance offset credits. With approval of expanded carbon offset protocols, this may also create new opportunities for other types of private carbon trading, including voluntary carbon offsets.

Geographic Scope: California

Results/Outcomes: According to California Climate Investments, as of May 31, 2022, $420.8 million collectively allocated to the FARMER program with $240.6 million implemented and $165.8 million benefiting priority populations, leading to 168,225 MTCO2e estimated GHG emissions reductions.

Mariposa County Applications: Mariposa County agricultural operators could potentially benefit from financial compensation via carbon offset programs for climate-friendly agricultural practices and could also potentially utilize the FARMER program to under-write investments in greener, more cost efficient farm equipment and machinery.

URL: https://ww2.arb.ca.gov/our-work/programs/farmer-program/about
https://www.caclimateinvestments.ca.gov/farmer (outcomes source)

- *Activity/Resource Example 2.a.ii: Voluntary Private Carbon Offset Programs –*

  Location: National, international

  Year Established: n.a.

  Description: Voluntary carbon markets (VCMs) are systems that allow individuals, companies, and organizations to purchase and trade carbon credits, also known as offsets. These voluntary actions are typically motivated by corporate responsibility and environmental sustainability goals. These markets operate outside of regulated compliance markets, such as those established under the California Air Resources Board's Cap and Trade system.

  In a typical VCM, a seller generates a carbon credit by implementing a project that reduces or removes GHG emissions through activities such as renewable energy projects, forest conservation, or reforestation. The seller then sells the carbon credit to a buyer who can use it to offset their own emissions. The price of carbon credits is typically determined by market forces, and can vary depending on factors such as the quality of the project, the type of carbon credit, and the demand for offsets.

  Funding Sources: The buyers of the carbon offsets fund the carbon offset projects.

  Geographic Scope: Because climate change is considered a global problem, buyers and sellers in VCMs can be located anywhere in the world; however,

buyers of offset credits may be attracted to buying credits for projects that are more local, as the benefits of their purchases may seem more tangible and be perceived as creating other local benefits (i.e., co-benefits) beyond broader climate change benefits, such as creating local jobs, improving the local environment, etc.

Results/Outcomes: According to Boston Consulting Group, the voluntary carbon market is growing rapidly, expanding fourfold between 2020 and 2021, and is projected to increase from $2 billion in 2021 to between $10 and $40 billion by 2030.

Mariposa County Applications: Voluntary carbon offsets could be a mechanism to generate funding for local projects that reduce GHGs and bring other co-benefits to the local area. On a small scale, local individuals, businesses, and organizations may wish to informally "sponsor" local GHG reduction projects as a means of earning goodwill with the public. On a larger scale, local project developers could potentially find opportunities to work within established monitoring, reporting, and verification frameworks, such as the American Carbon Registry, to obtain offset credits that could then be sold through voluntary carbon trading platforms, such as Terrapass. This could facilitate funding for larger scale projects.

URL: https://www.bcg.com/publications/2023/why-the-voluntary-carbon-market-is-thriving
https://americancarbonregistry.org/
https://terrapass.com/

Tactical Approach 2.b.: Land Stewardship in Collaboration with Native American Groups

Related to federal and state interest in climate change, there is increasing emphasis on forest health and resilience to wildfires on public lands. In addition, there is greater awareness of the important historic role of Native American groups in the stewardship of the landscape and interest in cooperating with Native American groups in public land management. This extends not only to planning for public land management, but also in some cases directly hiring Native American organizations to help in actively managing public lands consistent with historic

Native American practices. This may create expanded opportunities for generation of local employment and income through the participation of Native American groups from Mariposa County in the stewardship of public lands within the County.

- *Activity/Resource Example 2.b.i: Southern Sierra Miwuk Nation Pollinator Team*

  Location: Mariposa County, CA

  Year Established: 2021; funded through next 5 years

  Description: The Southern Sierra Miwuk Nation (SSMN) and their mentor/habitat steward Heather Bernikoff have assembled a team of workers tasked with maintaining biodiversity in Mariposa County for the purpose of sustaining pollinators. They accomplish this through implementing Xerces Habitat Kits to restore habitats, as well as presenting educational opportunities and other outreach to the public.

  Funding Sources: Block grant of $486,000 from CA Wildlife Conservation Board.

  Geographic Scope: Mariposa County

  Results/Outcomes: The initial work and grant writing from Bernikoff and the SSMN resulted in this grant being awarded, meaning they can continue their efforts to restore habitat and increase wildlife resilience for at least the next five years. This can greatly benefit local environment through sustaining the biodiversity necessary to maintain a healthy ecosystem, including the extremely important focus of pollinators. The program also offers an employment opportunity directly to members of the local Indigenous community.

  Mariposa County Applications: This project could be expanded and extended further into the future, with a wider geographic scope within the county and include more workers to further grow the resulting economic benefits realized

by the SSMN. Similar stewardship programs could also be developed in the area based on the grants and strategies that the Pollinator Team used to secure the program funding.

URL: https://pollinative.blog/tag/southern-sierra-miwuk-nation/
https://pollinative.blog/2021/12/29/the-pollinator-team-expands-habitat/

- *Activity/Resource Example 2.b.ii: Stanford/USFS/Yurok and Karuk Tribes Cultural Burn Study*

Location: Northwestern CA, Yurok and Karuk Ancestral territory within Del Norte and Humboldt counties.

Year Established: 2019

Description: This study examined the cultural burns enacted by the Yurok and Karuk tribes centered around Hazelnut trees and stems for the purpose of wildfire fuel reduction along with improvement of a processible resource. The burns have proven extremely effective in reducing fuel and therefore wildfire frequency and strength, and also create a consistent cycle for new Hazelnut stems to grow, an essential component in the highly valuable traditional baby baskets

Funding Sources: National Science Foundation, the U.S. Joint Fire Science Program, Stanford's Department of Anthropology, the Stanford Office of the Vice Provost for Graduate Education's Diversity Dissertation Research Opportunity, Stanford School of Humanities and Sciences Community Engagement grant

Geographic Scope: see Location, above

Results/Outcomes: The study identified benefits of "cultural burn" practices in stimulating production of food and materials used for traditional basketweaving as well in forest fuel load reduction.

Mariposa County Applications: Restoration of similar indigenous cultural practices on public lands in Mariposa County could help to achieve a diverse range of goals, including increased production of materials and food significant to local indigenous culture, increased job opportunities in land stewardship activities, improved forest health and resiliency, and other co-benefits.

URL: https://news.stanford.edu/2019/08/27/traditional-fire-management-help-revitalize-american-indian-cultures/
https://www.sciencedirect.com/science/article/pii/S0378112719306826

Tactical Approach 2.c.: SB 852 Climate Resiliency Districts

Climate Resiliency Districts (CRD) are newly authorized in State law to allow formation of a type of special district that aims to address climate change at the local level, specifically to raise and allocate funding for projects that help with mitigation, adaptation, or resilience to various climate change effects such as extreme weather, wildfire, drought, and flooding. Mechanisms authorized for resiliency districts to fund such activities include property tax increment, special taxes, special benefit assessments, property-related fees, or other service charges or fees, subject to existing State law for establishing these types of revenue measures. Additional details on the legislation enabling CRDs is included in Appendix A.

- *Activity/Resource Example 2.c.i: Sonoma County Regional Climate Protection Authority*

  Location: Sonoma County

  Year Established: 2023

  Description: The Sonoma Regional Climate Protection Authority was originally established in 2009 as the first government agency specifically to address climate change. It did not have much funding or means of implementation then, but in the years following the program received more and more attention and support. By 2022, the authority had been recognized by many as a clear example of the goals and practices that are necessary to systematically

address climate change, and the RCPA worked with Senator Dodd to establish SB 852 and dedicate their organization as the first CRD.

Funding Sources: Funding options include those discussed in the SB 852 Climate Resiliency Districts introduction, above. The Sonoma County RCPA has outlined 2023 as the year to focus on funding priorities before dedicating 2024 to implementation. In addition, State grant programs such as the Regional Resilience Planning Grant Program administered by the Office of Planning and Research may provide resources for planning for the establishment of a CRD and/or helping to fund implementation projects managed by a CRD.

Geographic Scope: Sonoma County

Results/Outcomes: The Sonoma County RCPA CDR references their goals and initiatives in a presentation from February 2023:

Transportation	Land and Water	Buildings
• Drive Less Sonoma County Campaign • EV Access for All Partnership • Sonoma County Vehicle Miles Traveled Mitigation Bank	• Protect Existing Carbon Stocks • Increase Carbon Stocks • Scale Up Infrastructure for Sequestration	• All-Electric Buildings Campaign • Carbon-Free Electricity

Mariposa Applications: The Sonoma County RCPA is an example of what a CRD can look like. Mariposa could implement similar priorities to Sonoma, particularly regarding land and water use in relation to the abundant Mariposa County range and forest land as a carbon sink/sequestration option.

URLs: https://rcpa.ca.gov/
https://opr.ca.gov/climate/icarp/grants/regional-resilience-grant.html

PRIMARY STRATEGY AREA 3: AGRICULTURAL TOURISM

Agricultural tourism recognizes that agricultural activities and the associated landscape can be strong tourist attractions and that attracting tourists is an effective means to stimulate increased local economic activity through visitor expenditures in local retail, dining, services, and lodging establishments. Further, many agricultural communities have embraced agricultural tourism as a means to diversify and expand the income generated by farms, which can help to support the viability of primary agricultural operations. Agricultural tourism in Mariposa County could seek to leverage the County's foothills location and ranching/grazing activity to stimulate tourism.

Stakeholders who have given input to this project have repeatedly shared that Mariposa County is very attractive to visitors from California's more urban areas because of its authentic identity as a working ranch community in California's scenic foothills. This authenticity can be a strong asset in promoting agricultural tourism opportunities within the county. Such activities could include:

Tactical Approach 3.a.: Ranch/Farm Days

Special events that are hosted on farms and ranches can attract visitors from surrounding urban areas who are interested in visiting working farms and ranches, or who are attracted to a venue such as a county fairgrounds, to learn about agricultural products and practices. These types of events may be held at multiple times of the year and/or be focused on hosting specific groups, such as schoolchildren.

- *Activity/Resource Example 3.a.i: Day on the Farm, Santa Cruz County*



Location: Santa Cruz County Fairgrounds

Year Established: 2007

Description: The Agricultural History Project's "Day on the Farm" is "like taking a step back in time." The events at the Santa Cruz County Fairgrounds include: farm animals to see and pet; hay wagon rides with tractors; wooden cow milking; hay cutting from real oats, wheat and barley; kids (real) tractor driving; and crafts.

Funding Sources: The Agricultural History Project is a nonprofit organization. Admission to the Day on the Farm is a suggested donation of $5. The list of sponsors includes more than 30 local businesses that support the Day on the Farm event.

Geographic Scope: Santa Cruz County Fairgrounds in Watsonville

Results/Outcomes: Connecting the general public to farms and farmers appears to be beneficial for agricultural enterprises. Urban and suburban dwellers are attracted to this "alternative" way of life.

Mariposa County Applications: Farms and ranches in the Mariposa area could duplicate the format of the Agricultural History Project's "Day on the Farm" — which they also do on a smaller scale on the second Saturday of every month — by partnering with a nonprofit organization that aims to enhance the image and importance of local agriculture. Finding public space, such as the Mariposa Fairgrounds, and holding monthly events there to promote both the general area and specific farms/ranches could expand opportunities for agricultural enterprises.

URL: https://aghistoryproject.org/2nd-saturday-on-the-farm/ and on Facebook.

- *Activity/Resource Example 3.a.ii: Hoes Down Festival, Capay Valley*



Location: Capay Valley (Yolo County)

Year Established: ca 1987

Description: Annual festival hosted at Fully Belly Farm in the Capay Valley was conceived and established by area farm owners. Activities include music and dancing, food, a circus, camping, arts and crafts sales, sheep shearing and wool spinning demonstrations, pumpkin carving and gourd painting, farm animal petting zoo, ice cream making, farm tours, and educational workshops. Funding Sources: Admission fees, donations, silent auction, and volunteer staffing

Geographic Scope: Capay Valley

Results/Outcomes: The Hoes Down Festival was not held in 2022; however, as of 2017, the event reported hosting 5,000 to 6,000 visitors at it's 30th annual event and reported that activities at the event had raised about $1 million to support organic farming and local agricultural organizations. The event is currently featured on the VisitCalifornia website, visible to people planning visits to destinations all over California.

Mariposa County Applications: Such an event in Mariposa County could spotlight local ranches and farm products. The educational and fundraising aspects could tie in with other plan objectives for agricultural education. Stakeholders interviewed for this project have indicated that there are challenges around hosting on-farm events that would need to be addressed, such as property owner liability and food safety for actively crop growing operations.

URL: https://ucanr.edu/blogs/blogcore/postdetail.cfm?postnum=25301
https://www.visitcalifornia.com/event/hoes-down-festival/

Tactical Approach 3.b.: Annual Food-Related Festival

Tactical Approach 3.c.: Native American Educational Venues and Events

Educational and cultural activities are an opportunity to attract visitors to Mariposa County. This type of activity can leverage Mariposa County's working lands by focusing on the traditional practices of Native Americans and their relationship with the land via events to educate and build awareness of the County's Native American heritage, historic land stewardship practices, and traditional foods from the local area.

- *Activity/Resource Example 3.c.i: Owens Valley Paiute Shosone Cultural Center*



Location: Bishop, Inyo County

Year Established:

Description: The cultural center and museum showcases the art and ways of life of the Nuumu and Newe, and include: cultural displays; a memorial hall that pays tribute to Native American veterans and their families; environmental displays; and collections of artifacts, historical archives and media. The center also has a native garden and a walking trail through the tribe's Conservation Open Space Area (COSA). The center hosts events like storytelling, artist events and markets/sales on Earth Day, Memorial Day weekend and around the Christmas holidays.

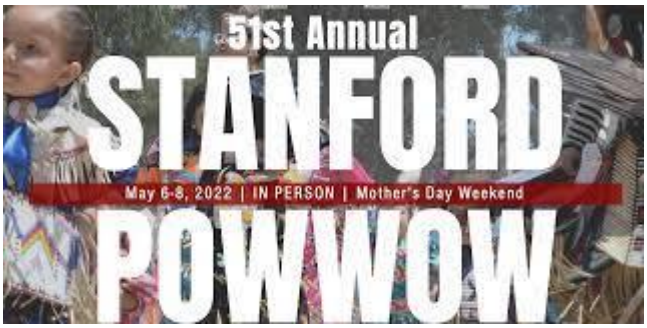
Funding Sources: It is unknown what kinds of grants or aid are given to or applied for by tribes, and what enterprises help financially support a cultural center (i.e. tribal casinos). The cultural center and museum are free to enter (donations accepted), and there is a gift shop.
Geographic Scope: 875 acres at the base of the Eastern Sierra Nevada mountains make up the Bishop Paiute Reservation.

Results/Outcomes: Tourism related to learning about indigenous people might be a draw for travelers. The Owens Valley Paiute Shoshone Cultural Center has many positive reviews online and seems to be a place people might be discovering while traveling through or past Bishop.

Mariposa County Applications: Implementing more educational programs and services related to the history of local indigenous tribes that exist in the county and historically throughout what is now Yosemite is a way to gain from the clout associated with the park, while providing historical context and indigenous education.

URL: https://www.bishoppaiutetribe.com/owens-valley-paiute-shoshone-cultural-center/ and Facebook

- *Activity/Resource Example 3.c.ii: Stanford Powwow, Palo Alto, CA*



Location: Stanford University

Year Established: 1971

Description: Stanford University sees 10,000 visitors a day and 250 dancers for its annual Mother's Day weekend event. It is entirely run by students who are part of the Stanford American Indian Organization and sees participation by more than 100 tribes, including dancers, singers and artists.
Funding Sources: Stanford University likely contributes money toward the event. Booth space costs between $450 and $1,850 for the weekend.

Geographic Scope: The powwow takes place at the Stanford University Eucalyptus Grove.

Results/Outcomes: Thousands of attendees from hundreds of tribes, along with the general public, congregate to celebrate the Native American and Indigenous culture and the values that have been passed down through generations. Along with cultural presentations, demonstrations and shows, there are many vendor booths selling food, arts/crafts and handmade items, as well as information booths about different tribes.

Mariposa Applications: Tourism related to learning about indigenous people might be a draw for travelers. A powwow weekend and its events would educate and build awareness of the county's Native American heritage, historic land stewardship practices, and traditional foods from the local area. On a much smaller scale, the Southern Sierra Miwuk Nation has a Mother's Day

weekend powwow.

URL: https://www.stanfordpowwow.com/

Tactical Approach 3.d.: Agricultural-Oriented Visitor Accommodations

When visitors spend the night in local accommodations, this increases the amount of visitor spending captured in the local economy; not just due to the spending on accommodations, but because overnight visitors will also tend to spend more on retail and services than day visitors due to the increased time that they remain in the county. On-farm accommodations, such as dude ranches, where visitors can learn about and experience the ranching lifestyle are an opportunity to create a new revenue stream for agricultural producers and to leverage Mariposa County's working lands for visitor-oriented economic growth.

- *Activity/Resource Example 3.d.i: V6 Ranch, Parkfield, CA*

Location: Parkfield, Monterey County

Year Established: Ranch bought in 1961; started as cattle ranch, added paying guests later

Description: A working cattle ranch of more than 20,000 acres that includes guest activities like riding tours, learning ranch skills, cattle drives and other western events and pursuits. The demand for places like this ranch appears to be high; as of Jan. 31, all V6 cattle drives for the entire year of 2023 were already sold out.

Funding Sources: This is a private enterprise, owned by a family who operates the ranch. Their income is from selling cattle and paying customers who participate in ranch activities.

Geographic Scope: Cholame Valley, Monterey County

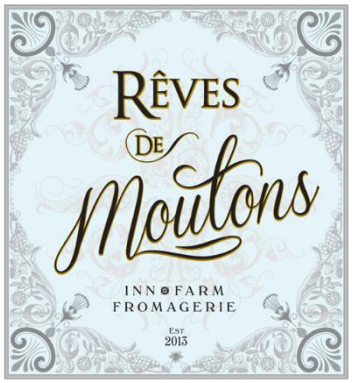
Results/Outcomes: There are economic development benefits from increasing the usage and profitability of existing ranches and farms, and tourism expands revenue streams. There is also a bonus outcome of educating people on the

benefits of ranches in their regions, including showing them the conservation efforts being made by farmers and ranchers.

Mariposa County Applications: Because Mariposa County has a substantial amount of ranching, looking at expanding tourism opportunities is a strong opportunity for ranchers to diversify their profits. Without having to change much of their standard operations and simply hiring knowledgeable people who can work with tourists organizing activities that are in high demand by tourists — horse-riding camps and tours, events at the ranch, cattle drives, western-themed holiday activities — ranch owners will earn new profits from existing land and assets.

URL: https://www.v6ranch.com/

- *Activity/Resource Example 3.d.ii: Reves de Moutons Inn, Farm, Fromagerie*



Location: Rêves de Moutons Farm in Paso Robles, San Luis Obispo County

Year Established: 2013

Description: The Rêves de Moutons Farm is a glamorous farm experience. They offer “luxury retro style campers with plush queen sized beds, fully equipped kitchens as well as an intimate community courtyard for hosting a group retreat or meeting our other guests. Daily farm tours and meet and greets with our flock of sheep and goats allows you to get the farm experience without

having to muck out the pens!" Visitors can participate in bottle-feeding animals, egg-gathering, gardening, helping with farm tours and other activities. Funding Sources: This farm is owned by a couple. The income appears to be from staying overnight at the farm, which ranges from $149/night to $399/night.

Geographic Scope: The farm is within 10 miles of Paso Robles and its restaurants and wineries.

Results/Outcomes: Farm visits and stays at actual farms offer visitors the opportunity to experience rural life. People connect with nature and with farmers and the food they eat.

Mariposa County Applications: Farms and ranches in the Mariposa area could duplicate the format of Rêves de Moutons Farm by adding camper trailers with little infrastructure costs, and allow people to experience the farm or ranch by simply participating in typical chores like gathering eggs or feeding animals.

URL: https://www.revesdemoutons.com/calendar, and other farm stay examples at https://farmstayus.com/

- *Activity/Resource Example 3.d.iii: Bar SZ Ranch, Paicines, CA*

Location: Paicines, San Benito County

Year Established: 2014

Description: This family owned and operated 2,200-acre ranch bills itself as being only a few miles to Pinnacles National Park. Experiences for visitors include horse trail rides, lessons in the horse arena, archery and skeet

shooting, and hiking and mountain biking. Guests can pay to stay overnight at the ranch in log cabins on the property or camp out.
Funding Sources: This is a private enterprise, owned by a family who operates the ranch. Their income is from paying customers who participate in ranch activities and book accommodations. They also do horse boarding and have weddings on site.

Geographic Scope: Paicines, CA (San Benito County), a few miles to Pinnacles National Park.

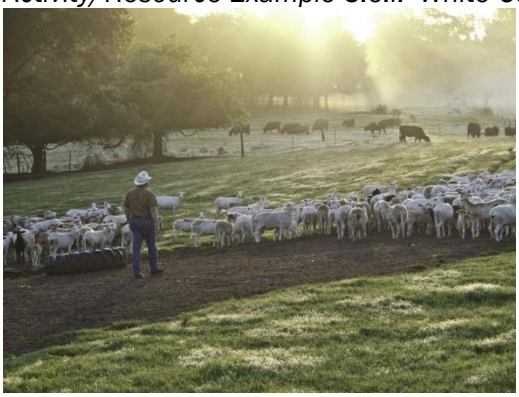
Results/Outcomes: There are economic development benefits from increasing the usage and profitability of existing ranches and farms, and tourism expands revenue streams. There is also a bonus outcome of educating people on the benefits of ranches in their regions, including showing them the conservation efforts being made by farmers and ranchers.

Mariposa County Applications: The Bar SZ is an interesting case study because it is so close to a National Park and Mariposa County boasts being next door to Yosemite National Park. Ranchers could mimic their model to potentially capitalize on some of the interest surrounding the national park, exploring the possibility of doing rides in or around the park.
URL: https://www.barszranch.com/

Tactical Approach 3.e.: Farmstands Selling Locally Grown/Produced Products

Like on-farm sales of meats and farmers markets, farmstands are a direct-to-consumer approach to selling locally grown produce. Farmstands create the opportunity for shoppers to see where their food is produced and interact directly with the growers to learn more about the products and how they are grown.

- *Activity/Resource Example 3.e.i: White Oak Pastures*



Location: Bluffton, GA

Year Established: 1866

Description: White Oak Pastures is a farm that raises and processes a wide range of livestock, including poultry, cattle, sheep, and goats utilizing regenerative agriculture techniques. In addition to a store selling farm-raised meats, eggs, cheeses, canned goods, and leather goods made for cows raised on the farm, it has an on-farm restaurant that serves visitors as well as their own employees. The farm also has a cabin rental and RV park operation for overnight visitors.

Funding Sources: Private. The farm charges $10 per person for group tours. RV camping is $49/night and cabins rent for $110 to $260 per night.

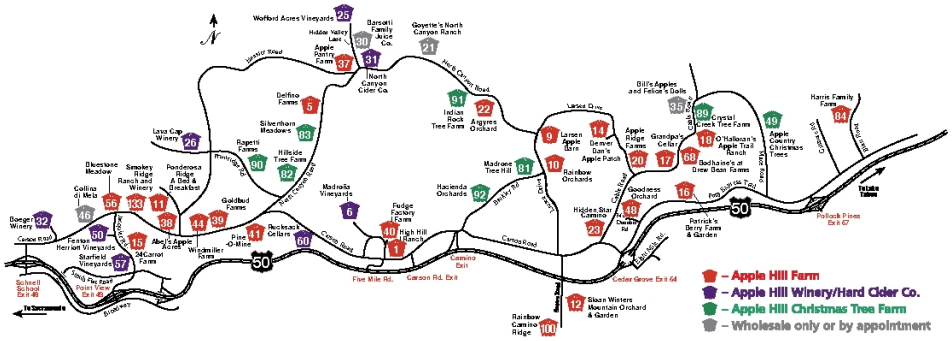
Geographic Scope:

Results/Outcomes: The farm's website indicates it employs over 150 people and makes a significant economic impact within its small rural community. The farm is designated as a Savory Hub by the Savory Institute, in recognition of its regenerative agricultural practices. The operation has been featured on Good Morning America, the Joe Rogan Experience podcast, Bloomberg, and CNN, among other media outlets.

Mariposa County Applications: Farms and ranches in the Mariposa area could follow the example of techniques used at White Oak Pastures as a means to enhance and expand their agricultural operations while also establishing new revenue streams from onsite sales of farm products processed and manufactured onsite. The farm is also featured on the Explore Georgia website, which provides a directory of destinations and trip planning ideas for visitors to Georgia.

URL: https://whiteoakpastures.com/pages/about-us
https://www.exploregeorgia.org/blakely/agritourism/farms-ranches/white-oak-pastures

- *Activity/Resource Example 3.e.ii: Apple Hill Growers*



Location: El Dorado County, CA

Year Established: 1965

Description: Apple Hill Growers is a grower organization that promotes the popular Apple Hill farm region in El Dorado County. Although the destination is busiest in the fall apple harvest season, the Apple Hill area is promoted year round as a network of dozens of participating businesses via a website, map of participating farms, smartphone app, and traditional media channels. Participating businesses include farms, Christmas tree growers, wineries, and lodging. Activities available to visitors include u-pick farms, kids activities,

sales of crafts and baked goods, wedding venues, on-farm food services, and wine and cider tasting.

Funding Sources: Private; website indicates some corporate sponsorship as well.

Geographic Scope: Western El Dorado County, primarily in the Camino area

Results/Outcomes: According to a December, 2020 article in the Sacramento Business Journal, a 2019 economic impact study commissioned by the County of El Dorado estimated that Apple Hill supports over 2,000 direct, indirect, and induced jobs, attracts 1.2 million annual visitors, and supports over $60 million in direct spending. In addition, an official from the El Dorado County visitor's authority indicated that the county sees about 40 percent of its hotel bookings in the fall, largely attributable to Apple Hill.

Mariposa County Applications: Apple Hill could serve as a model for how to promote Mariposa County agricultural operations as a unified agritourism destination. The Apple Hill Growers Association could serve as a model for an organization that could be established to oversee and manage promotion of Mariposa County agri-tourism. Information on the Apple Hill website indicates that the original by-laws for the Apple Hill Growers were adapted from a growers association in Southern California.

URL: https://applehill.com/
https://www.bizjournals.com/sacramento/news/2020/12/03/apple-hill-sees-the-biggest-year-ever.html?s=print

NEXT STEPS

Once the Agricultural and Working Lands Conservation Plan is adopted, local stakeholders will utilize the Plan as the basis to form more detailed plans to implement the Plan. For example, if the idea of expanding agritourism is embraced, local stakeholders might identify the need to update the County's land use policies to provide a regulatory framework to allow commercial overnight stays on ranch properties, or if it is determined that formation of an SB 852 Climate Resiliency District would be a valuable local tool, a more detailed work plan could identify the necessary steps for confirming the feasibility and establishing such a district. The process of developing detailed implementation plans will need to engage stakeholders so that parties responsible for follow-up actions can be identified and committed, funding sources can be targeted and secured to sustain the efforts over the long-term.

Appendix A: SB 852 Climate Resiliency Districts Background

Location: California

Year Established: Senate Bill from 2022 went into effect in 2023

Description: Senate Bill 852 gives local agencies the ability to propose and establish Climate Resiliency Districts. CRDs are defined regions that will fund projects for the purpose of "climate change mitigation, adaptation, or resilience, including sea level rise, extreme heat and cold, drought, wildfire risk, and flooding risk. Priority is given to projects that use natural infrastructure or that addresses the needs of under resourced or vulnerable communities," (Geoff Neill).

Funding Sources: CRDs have a variety potential of funding sources: Tax increment financing not coming from schools and with permission is one of the most prominent, along with revenue from user fees associated with infrastructure projects as well as a share of local sales taxes. CRDs also have access to funding through benefit assessments, special taxes, property-related fees, service charges, as well as gifts or grants from public or private entities. (Neill)

Geographic Scope: CA statewide; CRDs can be multi-jurisdictional

Results/Outcomes: As the program went into effect this year, it will be some time until the initial outcomes associated are quantifiable. One immediate result of SB 852 was to designate the Sonoma County Regional Climate Protection Authority as the first Climate Resilience District in CA.

Mariposa County Applications: As Mariposa County has a large stock of public as well as private land still in its natural undeveloped form, the region could potentially benefit greatly from some of its land being designated a CRD. This would enable the use of various funding sources for the purpose of projects to maintain and further this land's climate change mitigation potential, increasing its direct value and value to the surrounding community in the process. One interesting question would be if there is a path to generate revenue at the district level monetizing ecosystem services through the "service charges" funding source, but that may require further interpretation.

URL: https://www.lcwlegal.com/news/sb-852

APPENDIX B.

Ecosystems Services Assessment for the Mariposa County Agricultural and Working Landscape Conservation Plan, Ecometrics, June 2023

AWLCP

ECOSYSTEM SERVICES ASSESSMENT
for the Mariposa County Agricultural and Working Landscape Conservation Plan

Mariposa County, California

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PRODUCED FOR AND FUNDED BY: Mariposa County, California

EcoMetrics

April 2023

EcoMetrics Analysis Disclaimer

This report represents an analysis of potential benefit value inherent or created in accordance with the scope, steps, and caveats explained herein. This report is not a formal financial analysis that has been reviewed by financial auditors or is aligned with investment accounting principles. The results are intended to inform business decisions and to help create a business case for possible project investment. For cases where portions of an EcoMetrics report may be used more formally, such as to support carbon sequestration rates for entry into a registry program or a state regulated water quality trading program, specific methodologies would be used and noted accordingly in the report in the applicable sections.

Table of Contents

1. EcoMetrics Approach to Benefits Analysis 3
   1.1 Description of Model Valuations 3
2. Model Inputs 5
   2.1 Land Types, Acres and Corresponding Stock Carbon Estimates 5
   2.2 Financial Proxies 6
3. Model Results 7
   3.1 Model Results Summary 8
   3.2 Sensitivity Analysis 11
   3.3 Discount Rate Analysis 11
4. Limitations 11
   4.1 Primary vs Secondary Research 11
   4.2 Environmental and Economic Systems are Dynamic 11
   4.3 Refinement of Current Inputs an Identifying Missing Outcomes 12
5. Next Steps 12

Appendix 1. References 13

1. EcoMetrics Approach to Benefits Analysis

Ecosystem Services represent the goods and services nature provides to humans and society. These services comprise a wide variety of benefits and reflect nature-based solutions to address community and societal needs. As with other types of goods and services, these benefits can be quantified and valued, in monetary terms. In order to accurately compare natural settings to built-environment options, there needs to be the ability to compare dollars to dollars.

In order to inventory ecosystem services, there needs to be an understanding of the various land uses in the context of the overall area. In order to determine the value to be created by the proposed plan, it is important to understand current vs future ecosystem services provision.

When describing ecosystem services, one must consider the current value already provided, as well as additional future value based on changes or activities that may occur. Future actions can create additional value, or may be intended to preserve current value from being lost. The analysis for Mariposa County was conducted in two parts to address creating value as well as preserving current value through future actions. The first consists of a traditional meta-analysis Ecosystem Services study in order to estimate and quantify the annual ecosystem services currently provided by the natural landscapes of the county. The second value provided is an estimate of the future social value that is preserved as a result of the landscapes remaining as they are for three key environmental parameters (carbon, nitrogen, and phosphorus). This value can be interpreted as the social value related to those attributes that would be lost if this landscape was degraded or converted to developed land use. It is important to consider this "preserved value" in decision-making because a planned activity may actually result in "lost value" that already existed, making the case for conservation of current land use as an option.

1.1 Description of Model Valuations

To value the land, EcoMetrics has selected relevant and material ecosystem services as described in the table below (Table 1). These services have been defined and studied extensively in academic literature. In essence, a land type might provide a combination of different benefits based on its inherent qualities (for example, trees in a forest provide high levels of carbon sequestration while wetlands can effectively dampen storm effects, etc.). Not all land types are assigned all benefits, and some land types may have greater values for certain benefits as compared to others. To help standardize the values across the many land types in this study, services values were assessed on an annual "per acre" basis, and each land type had its own corresponding suite and magnitude of values for the services listed below.

Services may be sorted in any way that aids the interpretation of the results. Typically, Ecosystem services are sorted by type of service, mainly provisioning, regulating, supporting or informational services. Provisioning services describe the physical materials obtained from the land, such as food, fuel and raw resources. Regulating services describe the benefits that the land provides by self-regulating natural processes, such as water and climate regulation. Supporting services are the habitats and spaces that support biodiversity, pollination and productive soils. Finally, informational services reflect the services that are unique to the way humans interact with nature itself, such cultural, recreational, and aesthetic value. In addition to these 4 Ecosystem Services categories, we have also included "Preserved Value", which can be interpreted as the inherent value provided to communities by avoiding the social

costs that may associated with landscape degradation or conversion. These are a result of the landscapes natural capacity to retain carbon, nitrogen and phosphorus.

Table 1: Ecosystem Services Descriptions

Ecosystem Service Type	Ecosystem Service	Description*
Regulating	Soil Formation	Accumulating soils (e.g., via plant matter decomposition or sediment deposition in riparian/coastal systems) for agricultural and ecosystem integrity
	Soil Stabilization	Retaining arable land, slope stability, and coastal integrity, erosion control
	Water Regulation	Regulating the rate of water flow through an environment and ensuring adequate water availability for all water applications
	Storm/Disturbance Regulation	Storm protection, flood control, drought recovery and other aspects of habitat response to environmental variability mainly controlled by vegetation structure.
	Waste Treatment	Recovery of mobile nutrients and removal or breakdown of excess or xenic nutrients and compounds
	Biological Control	Providing pest, weed, and disease control
	Climate Regulation	Regulation of global temperature, precipitation, and other biologically mediated climatic processes at global or local levels
	Air Quality	Providing clean, breathable air by the removal of other GHG pollutants such as nitrogen dioxide, sulfur dioxide and ozone
Supporting	Pollinator Populations support	Pollinating wild and domestic plant species via wind, insects, birds, or other animals, mainly for agriculture
	Nutrient Cycling	Storage, internal cycling, processing, and acquisition of nutrients, primarily for soil fertility
	Habitat and Biodiversity	Providing shelter, promoting growth of species, and maintaining biological diversity. Includes plant nursery services
	Genetic Resources	Genetic materials and evolution in wild plants and animals to improve crop resistance to pathogens and crop pests, health care
	Natural Regeneration	Seed dispersal support for trees by mammals, birds and wind
Provisioning	Water Supply	Providing long-term reserves of usable water via storage in lakes, ponds, aquifers, and soil moisture
	Raw Materials	Providing fuel, fiber, fertilizer, minerals, and energy
	Medicinal Resources	Providing traditional medicines, pharmaceuticals, and assay organisms
	Ornamental Resources	Providing resources for clothing, jewelry, handicraft, worship, and decoration
	Food Provisioning	Producing crops, fish, game, and fruits
Informational	General Recreation	Experiencing the natural world and enjoying outdoor activities
	Cultural Value	Providing opportunities for communities to use lands with spiritual, religious, and historic importance
	Aesthetic Value	Enjoying and appreciating the scenery, sounds, and smells of nature

	Existence Value	Well-being gained by the knowledge that an environmental resource exists, even without on-site use of that resource
Preserved Value	Phosphorus Retention- social value	The social value of marginal or retained P can be measured by the loss of tourism, infrastructure water treatment and capture costs and health impacts
	Nitrogen Retention- social value	The social value of marginal or retained N can be measured by the loss of tourism, infrastructure water treatment and capture costs and health impacts
	Carbon - social value	The social cost of carbon is inclusive of various economic damages by carbon emissions, such as impacts on the environment, agriculture, and human health.

** Select services descriptions adapted from Costanza, 1997& FEMA, 2022*

2. Model Inputs

The following section describes the key model inputs. All references for this section and for data inputs may be found in the Appendix.

2.1 Land Types, Acres and Corresponding Stock Carbon Estimates

The following table (Table 2) shows the distribution of county acres across the various land types included in this study. This data is adapted from the TerraCount Model developed in parallel by Tukman Geospatial, LLC for Mariposa County. This model provided the base map to which EcoMetrics LLC assigned benefits, as well as the stock carbon estimates (expressed as CO_2 equivalents) used to calculate the social value of carbon. The TerraCount model uses a series of spatial overlays to calculate both above/below ground and soil carbon for each identified land type. The result includes an overflow of acres that is later adjusted in the calculations to reflect the total acreage of Mariposa County. This was accomplished by subtracting the average value estimated per acre multiplied by the total overflow acres presented here from the total. A trends analysis of projected carbon stocks changes with time was provided. As a result, the 2016 values were used in this analysis as an appropriate estimate for current carbon stock values. A more detailed description of the TerraCount model and the methods used can be found in the online Mariposa County TerraCount Tool page (see references).

It is important to note that Grazing and Range Lands were not classified distinctly in this analysis. Due to the complexity associated with herd movement, leased and private lands, privately contracted grazing to parties outside of the county, grazing practices as well as the intensity of grazing at any given location, more refined input from local cattle associations or the agricultural extension campuses would be necessary. To date, there is no comprehensive tracking available to more precisely gauge the active grazing land acres in a given year. To align with the TerraCount model, grazing land was assumed to be included in the grasslands land type category (as also suggested by the NLCD and California Dept. of Conservation's land classification definitions). Local experts suggest that this assumption could be appropriate for the time-being, pending further data collection and validation (see suggested Strategies section). This is primarily due to the fact that peak active grazing season in the county is relatively short (often under 3 months of the year), and field observations have shown that, as compared to other grazing heavy counties, a larger percentage of natural vegetation often remains on the land after the cattle have moved on. The potential effects that misclassifying grazing land as grasslands may have on the valuation model includes overestimating values for nutrient retention and soil carbon (thus social carbon, nitrogen

and phosphorus value). However, grazing land would in turn have other value in terms of agricultural attributes that grasslands do not provide. This issue is addressed and further discussed as part of the sensitivity study (Section 3.2).

Table 2: Land Cover Type Acreage

Land Types		Total CO2 (tons/acre)	Acres
Barren Land		877,325	5,518
Cultivated Crops		24,301	181
Forest	Deciduous	2,606,205	15,606
	Evergreen	124,952,039	419,302
	Mixed	2,860,395	12,601
Developed	High Density	4,848	56
	Medium Density	28,239	235
	Low Density	187,051	1,346
	Open Space	1,911,381	11,310
Grassland/Herbaceous*		26,086,708	228,831
Water	Open Water	81,651	4,803
	Perennial Ice/Snow	1,883	17
Shrub		44,340,952	253,377
Wetlands	Woody Wetlands	136,202	655
	Emergent Herbaceous	172,596	872

**Grasslands in this analysis is inclusive of rangelands, see detailed information on the classification of grasslands in section 2.1*

2.2 Financial Proxies

For attaching values to the land types, a meta-analytic function transfer valuation approach is used based on available data. The goal was to find the most up to date peer-reviewed materials to use for the calculation of financial proxies. Where possible, the most regionally specific calculations, as available, were used beginning with local and regional information and expanding to the U.S. national level. Peer-reviewed figures from federal and state agencies were prioritized, depending on dates they were produced. Where these criteria could not be met for peer-reviewed proxies, recent international reports were used to make calculations, particularly for some of the more intangible benefits. Many of these values were drawn from data sources that have met the standard of social value as established by Social Value International and priority was given to projects that have been assured by this organization. The values were then adjusted by EcoMetrics LLC to reflect the circumstances of Mariposa County and the social conditions of California.

Proxies were adjusted, as needed, to standardize units, currency and inflation. Other corrections made to proxies include adjustments for formula inputs such as population density, erosion and soil nutrient retention rates to align with the current project context. To avoid potential double counting between similar or overlapping outcomes, a small selection of applied outcomes was corrected as well. For multiple proxies deemed appropriate across different data sources for an outcome, an average was computed and applied. The minimum and maximum values in the range of study data were then applied

to the sensitivity analysis. Negative values for some outcomes were calculated as part of the net valuation results.

Most land types utilize distinct proxies in the calculations based on the nature and availability of data. For land types where there was limited or no data available, the value was not included in the analysis. While perennial ice and snow land types do indeed provide value, there is a lack of data available to compute a sound valuation at this time. The valuation for developed land was also not included in this analysis (with the exception of carbon social value) due to the fact that many of those valuations are heavily guided by local expertise on the local context, obtained with more comprehensive stakeholder engagement. Generally, relative to an undeveloped land baseline, developed land would see negative values for water quantity, erosion control and waste treatment, while seeing positive values for culture, education, and so on. Given the very small percentage of developed land in Mariposa County (under 1%), these valuations would not have a significant effect on the total valuation.

In addition, to avoid potential overlap or double counting with the agricultural valuation conducted and presented as its own section in the master report, only a few relevant proxies were selected to apply to the cropland land type (in particular, excluding agritourism and food provisioning). This does not reflect the full value of agricultural lands in Mariposa County. In order to fully estimate the ecosystem services provided by cropland, it would be important to survey the current farming practices deployed in the County (whether they be more conventional or sustainable with regards to tillage, nutrient application and water use, as that would steer the values for soil erosion, water supply, nutrient retention and air quality).

In other cases, assumptions were made, guided by research, on the general characteristics of the land type and composition of mixed land characteristics. As an example, shrubland has been generally undervalued (or not valued at all) with regards to ecosystem services studies, as they have often been perceived only negatively as grassland encroachment landscapes. However, more recently, studies have begun to evaluate the benefits associated with shrublands. Being considered a transition or intermediate land type between woody forests and grasslands, averages were used where appropriate, particularly for those outcomes dependent on soil and hydrological characteristics. For other outcome categories, research shows that shrubland aligns more closely with grassland or forests, such as recreation, biodiversity and air quality.

3. Model Results

The following tables summarize the results of the model by outcome and land type. Values presented in this study are in 2022 $USD.

Table 3: Financial Summary

	Baseline Model	Low Range	High Range
Annual Ecosystem Services Value ($BN/year)	$7.5	$5.6	$9.1
Discount Rate Applied (3% over a 50 Year Horizon)	$192.6	-	-
Preserved Social Value ($BN)	$11.4	-	-

3.1 Model Results Summary

The total value of annual ecosystem services provided by natural lands estimated for Mariposa County is $7.5 BN per year, with a range of $5.6 and 9.1 BN on the low and high end, respectively. In addition to the purely environmental services provided by these landscapes, such as biodiversity, water regulation, etc., a notable proportion of the value was provided by services that represent the way humans interact with our environment including cultural value, aesthetic value, existence and general recreation value (Figure 1). Figure 1 also shows the critical value the natural lands of Mariposa County provide as a carbon sink.

In Mariposa County, forests are the highest contributor to the total value of annual ecosystem services, followed by grass and shrubland, as assumed to include active grazing land (Figure 2). These values reasonably fall in the range of published studies in peer-reviewed literature.

The preserved social value calculated was $11.4 BN. This value represents the social costs avoided by retaining all the carbon, nitrogen and phosphorus in the landscapes. These social costs are calculated using the marginal costs of each ton of CO_2 or pound of nitrogen or phosphorus that would be released into the environment if the land is degraded or lost to development. This value does not reflect an annual flux or accounting of annualized ecosystem services, but rather, is a natural bank of avoided social cost that would only change if the land were to change. In other words, considering not only creating value but preserving existing value can make the case for the continued conservation of established carbon and nutrient sinks in the landscape.

Tables 4 shows the valuations by land type for the select services presented in this study. For the purposes of this analysis, the total annual ecosystem services value of cropland and developed land was not included. A blank space in the table should not be interpreted as a zero or no value, but rather a result of a lack of available data to support the specific valuation for that land type and service. The total valuation presented in Table 3 is the corrected total, adjusted for acres.

Examining the value of key land types per acre reveals that although one land type may provide relatively less value to the estimate as a whole due to the lower acreages identified in the county, that land type may have a higher density of ecosystem services. An example of this would be wetlands, which have a significant per acre value, though is relatively a much smaller proportion of the overall land types in the county. It is important to note that any direct comparisons across land types is done with caution, as different land type valuations are derived from potentially different parameters and have different levels of data availability and limitations. In addition, some land types which may appear to have lower values could be an integral part of the health of the overall ecosystem, as these land types are extremely dynamic and interactive. In the scenario planning phase, this model can be configured to account for the tradeoffs between land type conversions

Table 4: Ecosystem Services and Social Value by Outcome and Land Type Summary

Ecosystem Services	Barren Land	Cultivated Crops	Grassland/ Herbaceous	Shrub	Forests	Wetlands	Open Space	Open Water	Perennial Ice/Snow	Developed
Climate Regulation	$56,171		$10,031,300	$23,778,558	$64,376,858	$226,770	$7,466,872	$830,529		
Soil Stabilization	-$10,098	-$6,250	$12,094,896	$86,313,742	$281,237,939	$2,274,276	$952,750			
Soil Formation	$230,146	$544	$869,923	$3,226,298	$9,695,193					
Water Supply	$28,251		$7,846,607	$13,752,131	$33,232,378	$23,439,672		$27,748,933		
Waste Treatment	$27,037		$34,623,926	$41,794,109	$79,920,099	$6,942,404		$7,037,373		
Nutrient Cycling	$1,821				$76,454,768	$1,494,373				
Biological Control	$4,138	$3,478	$11,182,960		$18,926,410	$827,005				
Pollinator Support & Natural Regeneration		$2,029	$53,169,104	$29,436,210	$369,190,646		$4,275,160			
Habitat & Biodiversity			$158,758,488	$87,894,054	$222,675,298	$3,591,173	$71,944,833	$14,036,983		
Genetic Resources					$5,722,387	$1,018,939				
Existence Value					$3,639,805,674					
Raw Materials & Other Resources			$7,060,711		$39,500,905	$435,866				
Water Regulation			$1,767,031	$1,180,787	$715,298	$2,454,422	$1,194,235	$20,903,229		
Storm Protection			$803,196	$62,069,985	$217,682,708	$12,718,381	$3,859,859	$9,723,066		
Cultural Value		$12,543			$3,383,168	$3,668,626				
Aesthetic Value		$7,104	$21,839,517	$24,182,187	$713,848,490	$1,637,639	$31,132,569	$806,460		
General Recreation	$51,757		$1,369,140	$143,207,694	$252,930,488	$4,161,502	$28,691,942	$4,049,834		
Air Quality - Other GHG			$1,376,554	$98,043,622	$343,633,227	$162,275	$2,455,163			
Food Provisioning			$76,958,535		$76,469,268	$4,890,644		$465,970		
TOTAL	**$389,223**		**$399,751,890**	**$614,879,377**	**$6,449,401,205**	**$69,943,968**	**$151,973,383**	**$85,602,376**		
Preserved Value										
Carbon - social value	$44,743,575	$1,239,351	$1,330,422,108	$2,261,388,552	6651350589	$15,748,698	$97,480,431	$4,164,201	$96,033	$11,227,038
Nitrogen - social value		-$69,305	$460,398,360	$111,070,284	311860087	$463,267	$22,755,160			
Phosphorus - social value		-$40,450	$275,619,800	$33,909,426	39926755	$102,147	$13,622,492			
TOTAL	**$44,743,575**	**$1,129,596**	**$2,066,440,268**	**$2,406,368,262**	**$7,003,137,431**	**$16,314,111**	**$133,858,083**	**$4,164,201**	**$96,033**	**$11,227,038**

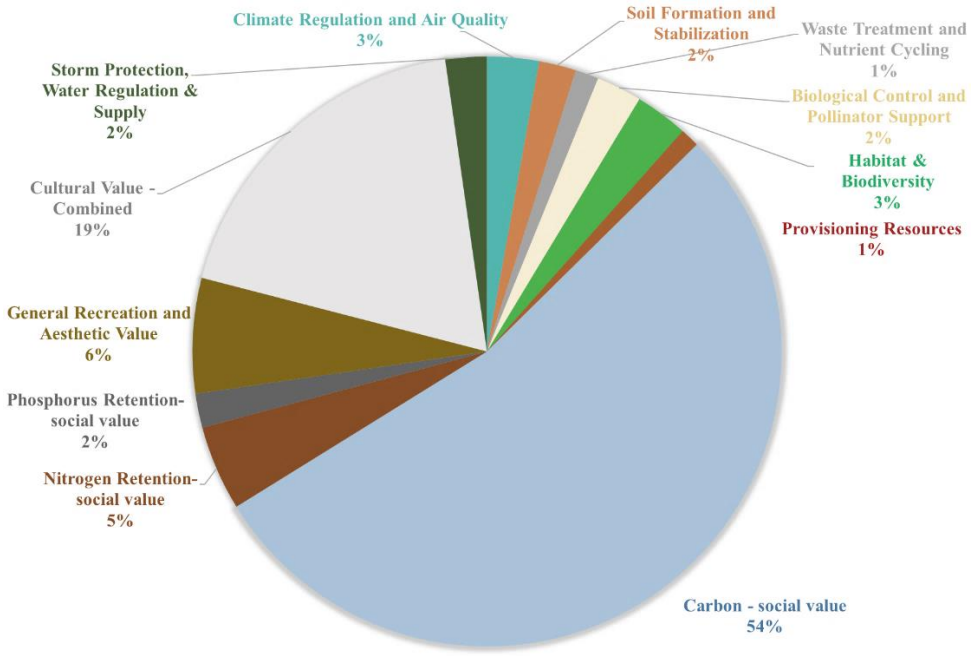


Figure 1. Relative Contributions to Total Value by Outcome

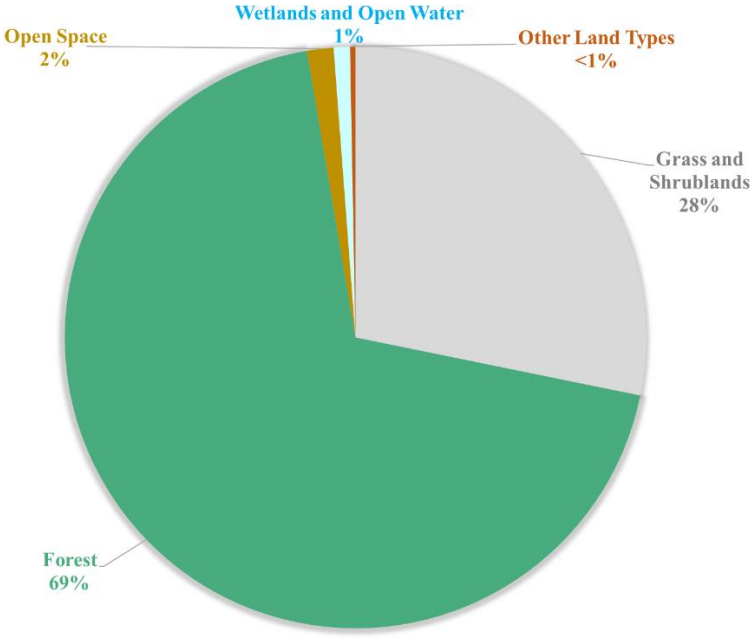


Figure 2. Relative Contributions to Total Value by Land Type

3.2 Sensitivity Analysis

For this analysis, the Annual Ecosystem Services model was assessed under a Low and High Sensitivity scenario which focused on key valuation proxies. For this analysis, land acres numbers and carbon values remained constant. In the Low Sensitivity model run, it is assumed that half the land assigned as grasslands is active grazing land, and environmental value inputs (such as air quality, water outcomes, etc.) were reduced to the low-end range of the proxy data, including the social values for nitrogen and phosphorus. Consultation with local experts suggest that this is an appropriate preliminary approach, although the uncertainty around the acreages of active grazing land still remains high. In the High Sensitivity model, the higher end value inputs and proxies for environmental outcomes were applied. Total value ranged from $5.6 BN on the low end to $9.1 BN on the high end.

3.3 Discount Rate Analysis

The discount factor shows the difference in value to future generations. A lower rate implies that a dollar 50 years from now is more similar to a dollar today, in terms of value. The higher rate implies the dollar is worth more now than it is in the future. This analysis is often conducted to help policy makers and project planners understand the future net benefits of an initiative. Particularly with nature-based solutions, the time scale for change is often a long one. Thus, a horizon of 50 years was selected. The discount rate selected here is within the range applied in studies by the Interagency Working Group on the Social Costs for Greenhouse Gases. Over a 50-year horizon and 3% discount rate applied, the total valuation is $192.6 BN. It is important to account for the discount factor in future planning scenarios. Table 4 does not reflect discounted valuations, thus should be viewed as a “snapshot” valuation of the land as it is now.

4. Limitations

4.1 Primary vs Secondary Research

Given the practical constraints of this phased approach, obtaining primary research studies for all the proxies included was not feasible. To provide a robust report given these limitations, extensive research was conducted in order to apply a range of appropriate social and ecosystem services proxies where direct study inputs are not available. The credibility of the sources that are referenced are highly scrutinized, primarily peer reviewed academic journal articles or publications by highly regarded and established organizations such as governments and foundations. Despite the high standards of research, there may always be gaps in research, dynamic and changing landscapes from when the regional research might have been conducted, issues of regional applicability, and other financial and economic factors that may influence the study. In general, the meta-analysis and benefits transfer approach is a widely accepted economic method of valuation, despite its limitations.

4.2 Environmental and Economic Systems are Dynamic

It is important to note that both environmental and economic systems are dynamic and can be difficult to predict. Environmental systems can be sensitive to unanticipated climate events, such as wildfires and destructive flooding. The aftermath could have significant impact on the ecosystem services valued. This model can only project with some level of uncertainty. However, understanding the general magnitude of

the numbers and the relative differences in values across land types or land management scenarios, despite the uncertainty, can offer meaningful aid in decision and policy making processes.

4.3 Refinement of Current Inputs an Identifying Missing Outcomes

Refinement of current valued services, with the collaboration of onsite field experts and relevant academic groups, could lead to the integration of more precise data in this model. In addition, further engagement with local experts and stakeholders may identify more outcomes of value than represented here.

5. Next Steps

Understanding the inherent value in the County's natural landscapes allows for a more comprehensive ecosystem approach to planning and decision-making. Ecosystem services models such as this can be a meaningful tool in scenario building and assessments. The analysis can support planning in the following ways:

- Provide net value added of land type transition or land use change
- Illustrate the costs-benefits and tradeoffs between scenarios considered
- Optimize for specific outcomes (such as carbon capture or job creation)
- Provide the ability to measure both market and non-market ROIs of activities or projects planned
- Provide the ability to predict change in value with time

In the context of sustainable agriculture, this model construct could help predict changes in the following outcomes (but not limited to):

- Carbon sequestration potential
- Market value of carbon credits
- Nutrient retention and loss value
- Market value of water quality credit
- Increase in agri-tourism and education opportunities
- Improvements in soil health, water use and air quality

This model can also be integrated with the agriculture specific economic analysis to better understand the synergies and trade-offs between working and natural lands.

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APPENDIX C.

Agricultural Education and Awareness Report, SAGE, March 2023

AWLCP



Agricultural Education and Awareness Strategy Report

for the

Mariposa County Agricultural and Working Landscape Conservation Plan

March 24, 2023

Agricultural Education and Awareness Strategy Report

Contents

Introduction 2

Existing Agricultural Education and Awareness Efforts 3

Precedents, Best Practices, Models 16

Implementation Plan for a Multifaceted Education and Awareness Strategy 21

Appendix A - Existing Agriculture and Education Awareness Efforts 24

Introduction

The conservation of farmland and economic viability of agriculture goes well beyond the purview of direct stakeholders, including farmers, ranchers, farm workers, landowners, market outlets, agricultural support businesses, and community organizations focused on agricultural issues. A robust agricultural economy and permanent protection of agricultural resources require public awareness, sense of connection and commitment to action.

As an element in the *Mariposa County Agricultural and Working Landscape Conservation Plan,* this report documents the myriad existing agricultural education and awareness efforts in Mariposa County, analyzes relevant best practices and models and outlines an Implementation Plan for a *Multifaceted and Agricultural Education and Awareness Strategy*. The report is intended to inform practitioners and stakeholders about the critical role of education and awareness in sustaining the County's agricultural resources, and to be a roadmap for action.

Existing Agricultural Education and Awareness Efforts

Introduction

This section of the report describes existing agricultural education and awareness efforts, including organizations, initiatives, and programs. It is organized in seven main sections:

1. *K-12 Food and Agriculture Engagement*
2. Agriculture & Food Education in Community Colleges & Universities
3. *Applied Research and Technical Assistance*
4. *Community Agricultural Events, Education & Awareness*
5. *Agri-tourism & On-Farm Education*
6. *Tribal-based Education about Working Lands*
7. Food Security & Local Agriculture Awareness

Each section highlights some of the leading organizations and initiatives, and also describes additional programs wanted by stakeholders. A more comprehensive listing of agricultural education and awareness organizations and initiatives is in Appendix A. The information for each section comes from interviews with stakeholders and local subject matter experts, as well as from secondary research. Responses to a recent Mariposa County survey designed to get input for the overall Agricultural and Working Landscape Conservation Plan overall, also informs each section.

1. K-12 Food & Agriculture Education

K-12 Food & Agriculture Education includes curriculum-based programs, informal education and career pathways and training. These types of education are offered throughout Mariposa County schools, including at the seven public schools administered by the Mariposa County Unified School District as well as at two charter schools, and a special needs school. The seven public schools are: two K-8 schools (Mariposa Elementary School, Woodland Elementary School); four elementary schools (Coulterville Greeley Schools, El Portal Schools, Lake Don Pedro Elementary School, Yosemite National Park School); and Mariposa County High School. The two charter schools are Sierra Foothill Charter (K-8) and Yosemite-Wawona Elementary Charter School (K-6). In addition the county has a private school, Victory Baptist Christian School (K-12) and a Sierra Home School organization.

Highlights from Mariposa County Public Schools

The Woodland Elementary School has a school garden and plans to install irrigation and a greenhouse in the future. Students in the gardening elective course tend the school garden, have snack days with food grown in the garden, and plant food plants and native plants around the school campus. The garden curriculum adapts resources from programs including Nourish Wellness and the Cornell Lab of Ornithology, and incorporates presentations around

agriculture and nutrition from UCCE Master Food Preservers and the Mariposa County Health Department.

In partnership with Woodland Elementary and Mariposa Elementary, Happy Goat was awarded a USDA *Farm to School* grant to bring students out to field trips on the farm. These students, primarily from 2nd, 4th, and 7th grades, get first hand experiences harvesting and tasting produce and learning about regenerative agricultural practices. More broadly the project will create an action plan that identifies the needed infrastructure and staff to provide schools with fresh local produce that they may serve to students.

Mariposa County High School has a number of agriculture programs. The career pathways program provides students with exposure to industry-specific skills and offers them opportunity to continue vocational training or receive college credit. Completion of this 2-year sequential program is a district-wide graduation requirement for students in Career Tech Education (CTE). There are four agriculture-related pathways including a horticulture pathway, agriscience pathway, animal science pathway, and agriculture leadership pathway. In each pathways class, instructors bring in speakers working in the profession and allow students to learn skills of the trade such as marketing, creating arrangements, and purchasing for the floral designs focus and food handling certification, food preservation, and butchering in the agriculture foods focus. The program also creates opportunities for students to get involved in the local agriculture community. Examples include the horticulture class selling seed starts to local nurseries and the floral design class selling arrangements to the public. At least half of the school's 400 or so students participate in one of the agriculture career pathways.

The two main agricultural education programs for youth in Mariposa County are FFA and 4-H. These programs are both local chapters of national initiatives, respectively the National FFA Organization, a close partner of the American Farm Bureau Federation, and the National 4-H Council, a partner with County Cooperative Extension. Both FFA and 4-H have roots in agricultural education and have transitioned to now offer a broader array of youth development activities. Today, FFA (previously spelled out as Future Farmers of America) defines itself more broadly as a premier youth organization preparing members for leadership and careers in the science, business and technology of agriculture.

Mariposa County High School hosts the local chapter of FFA, one of 338 FFA chapters in high schools across six California regions: the Central Region (which includes Mariposa County), the North Coast Region, the San Joaquin Region, the South Coast Region, the Southern Region, and the Superior Region. Most students in the agriculture career pathway are also involved with the school’s FFA chapter with their participation ranging from fundraisers, holiday poinsettia sales, to raising cattle for show in the Mariposa County Fair.

The 4-H program is managed by the UCCE office in each of California’s 58 counties. Each chapter has the goal of supporting youth development through hands-on learning experiences, positive adult-youth partnerships, and leadership training by 4-H staff and community

volunteers. Over 200 young people, aged 5 - 18, are enrolled in the 4-H program in Mariposa County, which represents 12-15% of all youth in the County. Recently, more 4-H youth have started to raise goats, as a profitable project for Fair and also in response to increasing local demand. 4-H staff work both in the schools and in after-school programs. Families and residents, including 75 volunteers, are also involved in 4-H programs. Many graduates of the 4-H program are recognized for becoming leaders in the County.

Featured K-12 Program: Sierra Foothills Charter School

The Sierra Foothills Charter School (SFCS) is a prime example of a K-8 institution fostering a connection between youth and agriculture and working lands in Mariposa County. Located in Catheys Valley and serving 135 students, the mission of SFCS is to provide a rigorous, well-rounded education with a focus on science and sustainability that helps students acquire the academic and personal skills they need to excel in higher education, think creatively, engage in a diverse society, and pursue their dreams. The SFCS is a publicly-funded independent charter school founded ten years ago on the basis of a Land and Legacy initiative to protect the natural resources and historical legacy of Catheys Valley.

SFCS has a school garden which all students visit once per week to plant, tend and harvest food crops, prior to drought conditions limiting water supply. With gardening activity curtailed, the school has preserved the spirit of the garden rotation curriculum and made a transition towards environmental education. These efforts are supported by community partners including Raw Roots Farm and the Yosemite BUG Rustic Mountain Resort which help with activities such as sales of plant starts.

SFCS enriches curriculum for its students through a grant and partnership with the University of California Merced that was awarded to study local oak trees and galls in Yosemite National Park. The school addressed COVID-related field trip challenges, by shifting to a place-based curriculum on local trees and galls. The new adapted curriculum featured a tree unit, incorporated local indigenous knowledge, and engaged local artists.

SFCS works with a variety of partners in the community to create learning opportunities for students. Collaboration with the school is recognized as a unique opportunity for piloting new and innovative programs given SFCS's small size and simplified administrative structure. Examples of community partners include:

- *Sierra Foothills Conservancy* awarded SFCC a grant to purchase equipment tubs for field trips to Conservancy Sites, where students learn about land conservation.
- *Happy Goat* works with SFCS on entrepreneurial projects such providing materials to help the students to produce loofahs.
- *Mariposa Butterfly Festival*: SFCS participates in butterfly rearing and release and works with local pollinator conservationist, Heather Bernikoff, to grow milkweed as habitat for butterflies.

Additional K-12 programs wanted

Stakeholders identified a need for cultivating agricultural interests in youth from an early age through programs at elementary and middle schools, including more school field trips to farms and more hands-on projects. Such programs would open youth to opportunities in agriculture and working lands-related professions that they may not be exposed to otherwise. There was also a desire for more programs about organic, regenerative agriculture and for education about hyper-local environmental issues. In addition, stakeholders suggested high school vocational training opportunities and more partnerships with Fresno State, Merced College, and UC Merced to educate and train future generations of agriculturalists who might decide to live and work in Mariposa County.

2. Agriculture & Food Education in Community Colleges and Universities

While there are no colleges and universities in Mariposa County, there are several nearby. These include the University of California Merced (UC Merced), Merced College, and MiraCosta College in Merced County, and Fresno State and other community colleges in other nearby counties. Faculty from many of these educational institutions are regular speakers at Mariposa County events and programs, such as those organized by UCCE, the RCD and other organizations.

UC Merced offers a range of undergraduate and graduate programs related to agriculture and the environment and their intersection and multiple research opportunities at its facilities. The extensive Vernal Pools & Grassland Reserve hosts research around forage production and grazing management, is the field site for many classes, was a seminal site for the creation of the California Naturalist program, and is an important site for the related iNaturalist program.

UC Merced was recently designated as a UC Agriculture Experiment Station (AES), a place-based scientific research center at a land-grant university. In facilities, including its new in-development 45-acre Smart Farm, UC Merced researchers look at opportunities for precision agriculture, including robotics to improve the food-water-energy nexus, as well as at management of complex systems including: water, climate and wildfire challenges; soil health, air quality and the reuse of agricultural byproducts; and social justice and labor force issues in the San Joaquin Valley.

Merced College is a community college that offers an Agriculture Major that allows students to explore the diverse industry of agriculture through a variety of programs and courses. The areas of study include Agriculture, Agriculture Business, Animal Science, Crop Science, Diesel Equipment Technology, Horseshoeing, Horse Management, Environmental Horticulture, and Mechanized Agriculture. The Environmental Horticulture program is designed to meet the need for trained personnel in a broad range of occupational opportunities involved with or related to the Landscape Industry. It offers an Associate of Science or Certificate of Training in Environmental Horticulture.

MiraCosta College is a community college with a Horticulture Program that includes landscape design and architecture, irrigation, sustainable landscape and turf management, nursery crop production, sustainable agriculture, PCA (pest control advisor) preparation, and wine technology. Students may take courses to prepare for a major in horticulture, to complete certificates to enter the job market, and to fulfill general education requirements.

Fresno State University is part of the larger California State University system that has 23 campuses across California. CSU Fresno offers a wide variety of degree programs in multiple areas related to agriculture and natural resources management. These include a Bachelor of Science and a minor in Agricultural Business. In Agricultural Education, there are B.S. degree options in Agricultural Communications and Teacher Preparation. In the Animal Science Program, B.S. degrees are offered in Livestock and Poultry Management, Dairy Science, Equine Science, and Meat Technology. There is also an Agriculture Specialist credential and Animal Sciences minor. The University also offers an Agricultural Laboratory 1,000 acre farm that offers opportunities to connect the campus with the community and industry while providing vital training for students.

UC Merced, Fresno State and Fresno County community colleges are all part of the Fresno-Merced Future of Food Innovation (F3) Coalition. The F3 Initiative aims to launch a state-of-the-art agricultural technology hub that will serve and connect farmers across the San Joaquin Valley to industry and spark a new, more advanced era in agriculture-based technology in an effort to boost productivity, create jobs and build capacity for regional sustainability.

Additional programs wanted

Stakeholders would like to see more partnerships with UC Merced, Merced College, Fresno State and other colleges in the area to support and educate the public about the importance of agriculture; as well as more involvement of UC Merced and Merced College in County projects.

3. Agricultural Research & Technical Assistance

Mariposa County has a number of technical assistance providers including UCCE, the Farm Bureau, the County Department of Agriculture, the Mariposa County Resource Conservation District (RCD), and the Natural Resource Conservation Service (NRCS).

The UCCE has the wide-ranging technical assistance offerings with programs in Master Gardening, Master Food Preserving, Woody Biomass and Forest Products, Fire, and Viticulture. UCCE specialists provide workshops on many topics such as integrated pest management, pesticide application, prescribed burns, and food preservation techniques for an audience composed primarily of farmers. The Master Gardener program runs experimental research trials that are later applied to inform new crop or management opportunities for small scale farmers. The UCCE website itself hosts or links to resources on a variety of topics including

gardening resources, weed management, drought, fire ecology, cultural burns, permits and regulations, and wildfire recovery. In addition, UCCE staff also undertakes primary agricultural research and then disseminates to the community its research findings on subjects such as weed management, ecosystem services, niche marketing, fire, grazing management, soil health, rangeland conversion, and drought management.

The Mariposa County Agricultural Commissioner's Office, as in all California County Departments of Agriculture, regulates laws in place to support and protect the well-being of agriculture, business and the community and ensures that standards are applied equitably. In its technical assistance capacity, the Ag Commissioner's Office provides numerous services: the Agricultural Program provides education and programs on pest management; the Pesticide Use Enforcement Division provides oversight on application, safety training, and education and outreach on best practices; the Apiary Program engages beekeepers in apiary loss incidents; and other programs assist with permitting and regulation compliance in areas such as nurseries, organic registration, roadside stands, community-supported agriculture, and certified farmers' market access. Ag Commissioner's Offices also produce the County Crop Report which farmers and other stakeholders find to be a valuable tool for information on local agricultural production.

Across California, there are 95 Resource Conservation Districts (RCD), mostly one per County across 10 regions, that provide services that range from conservation and stewardship of agriculture and natural resources to engagement with decision-makers, depending on local needs. The Mariposa County RCD's programming is centered on forests and wildfires, topics relevant for working lands. Stakeholders identified opportunities for the Mariposa RCD to include information on local agricultural production and ecosystem benefits in its promotional materials for land conservation and fire safety pamphlets. In 2022, the RCD received a habitat grant from the Wildlife Conservation Board that includes habitat restoration/enhancement and hiring and training Native American youth to provide Countywide TA, with special emphasis on cultural knowledge, traditional ecological knowledge, and school programs.

At the state level, the Natural Resources Conservation Service (NRCS) provides financial and technical assistance that combines support for agricultural operations with environmental conservation. Technical assistance to farmers, ranchers, and forest managers is provided for free through voluntary programs and advice for resources for land management and monitoring. In Mariposa County, the local NRCS office is housed with the County's UCCE office at the Mariposa County Fairgrounds. The Mariposa NRCS works with private landowners to fund conservation and fire reduction practices. Currently, they have over 400 active contracts and over the past ten years, have brought in over $25 million to reduce fuel loads, helping to limit wildfire damage across the County.

Additional programs wanted

Stakeholders expressed a desire for more educational programs for producers in several areas: the economics of getting a farm; integration of wildlife and habitat into agriculture; prescribed

burns on farms; regenerative farming practices; soil improvement for a drying climate; water conservation and storage; food processing and preservation; cover cropping for moisture retention and nitrogen fixing; urban forestry; and building deer deterrent garden enclosures. A related request is for more mentoring programs.

In addition, stakeholders want more training and career pathway support for agricultural w*orkers in areas such as conservation and sustainability. There was also a request for a* program that tracks demand for crops, as well as for more information about ways to get increase supply of locally grown food at local markets.

Further discussion of general education areas of interest per stakeholders can be found in the following section.

4. Community Agricultural Events, Education & Awareness

Mariposa County hosts a variety of agriculture-related events and education and awareness programs that provide opportunities for the community and visitors to explore the County's agricultural heritage and to enjoy local agricultural products. The Mariposa County Fairgrounds and Exposition Center, located at the outskirts of the town of Mariposa, is a main center for activities and facilities. The Mariposa Certified Farmers Market, the Mariposa Museum and History Center, and the Mariposa Arts Center, are also located in or near town. The Northern Mariposa County History Center is around 30 miles to the north in Coulterville.

Mariposa County Fairgrounds and Exposition Center

The Mariposa County Fairgrounds and Exposition Center is located on 36 acres just off Highway 49 and the Yosemite All-year Highway. Authorized in 1939 by the CA State Legislature as the 35-A District Agricultural Association, the Fairgrounds continues to this day as a multi-purpose facility, forum for agricultural education and producer of the annual County Fair. Its facilities include seven buildings and six kitchens (around 30,000 square feet of building space) as well as an arena with a grandstand, horse stalls, barns, show rings, outdoor stages, pavilions and landscaped areas.

Taking place for one-week in early September, the Fair features entertainment, family-friendly activities, displays, and agricultural events including livestock exhibitions, horse shows, and best in show competitions for locally-grown fruits, vegetables, nursery items, and preserved foods and locally-raised beef, goats, and sheep. The Fair attracts around 30,000 visitors each year and features around 30 vendors, of which 20-30% are local.

However, the primary function and business of the Fairgrounds and Exposition Center is as a community rental facility for both events and long-term leases, with an emphasis on agriculture-related uses. Many annual public events, such as the Butterfly Festival, FFA Booster Dinner, Farm Bureau Dinner, and Sausage and Suds - are synonymous with the Fairgrounds.

The Butterfly Festival is held in May in honor of the County name meaning "butterfly" in Spanish. The second largest event in the County after the annual Fair, it features two full days of activities, starting with a parade in downtown Mariposa and followed by festivities at the Fairgrounds including a Habitat Row exhibit, Home and Garden show, family friendly activities, and 100 vendors. The Butterfly Festival is the culmination of a month-long butterfly education program which engages youth in classrooms and the Valley Children's Hospital in raising butterflies. Following metamorphosis, participants release around 5,000 butterflies at the Festival.

The Mariposa Octoberfest Sausage and Suds Sampler, an annual one-day event produced by the Mariposa Friends of the Fairgrounds for the past nine years, features a sampling of 20 sausages, 100 varieties of beer, cheese, and other food products from local vendors. The Fairgrounds also provides space for other smaller regular events such as the FFA Booster Dinner and Farm Bureau Dinner, as well as for weddings and other private events.

The UCCE and the Agriculture Commissioners' Office are two of the long-term tenants in the 'ag building'. Other long-term rentals are for a cell tower, camping business and the California State Mining & Mineral Museum. Around 90 percent of the Fair's annual revenue of around $900,000 comes from rental and lease income, and also from short-term rentals for emergency services, for example by CalFire. The State of California Division of Fairs and Expositions provides a modest annual stipend as well as periodic funding for improvements.

Additional Facilities and Programs

Two other facilities in the town of Mariposa provide agriculture and culture related programs. The *Mariposa Museum and History Center* provides public education opportunities around the California Gold Rush, Yosemite Valley, and Native American and early Mariposa County history. It has over 100 exhibits including mining, railroad, and Miwuk displays.

The Mariposa County Arts Council, a non-profit organization and a California Arts Council State-Local Partner, focuses on the development and implementation of cultural events, artistic programming and projects, and creative placemaking policy. Of particular relevance to this *Agricultural & Working Landscape Conservation Plan*, is the Council's new *Working Lands, Working Artists* project. In spring 2023, the project will apply creative placemaking practices to engage the community in interactive art that explores thematic threads from the Conservation Plan's stakeholder engagement survey. The Arts Council is also working to build capacity among local artists to take on this and future contracts through technical training and resource building, with the goal of supporting the creation of more traditional public art such as murals and large permanent installations like statues. In addition, the Council imagines expanding on its partnership with the Alliance for Community Transformation to include programs around healing at-risk youth through connection to the land.

Also in the town of Mariposa, the Creek Pathway extension project (in process) will provide additional milkweed habitat and foster more community education about the importance of biodiversity to agriculture and land stewardship.

As another facility, the Northern Mariposa County History Center, Couterville, features four exhibit areas providing education on historical artifacts, Miwuk people, Bower Cave, mining, ranching, life in the 1800s and early 1900s, Heritage Roses of Coulterville, and Orchards and Truck Farms of the 1800s. Agriculture education and awareness opportunities are provided by farm animals, children's programming, and presentations on historical agriculture products in partnership with 4-H and UCCE. The History Center is also one of four stops along the Mariposa Agri-Nature Association's Farm and Ranch Tour.

Additional programs wanted

With regard to agriculture education and awareness at the community level, stakeholders expressed a desire for programming through new infrastructure and also through additional consumer awareness and education.

Ideas for new agricultural awareness-oriented infrastructure included: a community agriculture hub with a garden, mill, processing tools, kitchen, and education opportunities; a "Mariposa Store" selling local products and providing agricultural history and education opportunities; and a local meat processing facility. There was also a call for a regular Farm to Table event with local producers and community members in downtown Mariposa. One consideration for such programs, however, is the challenge identified by the Mariposa Certified Farmers Market in getting sufficient participation at a centralized location given the low population density and large land area of Mariposa County. Partnerships with community groups and other organizations were identified as an opportunity to increase advertising and promotional capacity for local agriculture events and awareness within the County.

Additional public engagement opportunities were desired in the areas of food systems education, continuing education and storytelling. Food systems interests included consumer awareness, food sovereignty, sustainability, regenerative farming, and urban forestry. Continuing education interests included edible home gardening, nutrition, indigenous culture and history, and community well-being. Storytelling ideas focused on more publicity around farmers, agriculture and working lands, in publications, at events and in podcasts (such as Stories from Cattle County; as well as on more public art that reflects and celebrates working lands.

5. Agritourism and On-Farm Education

Mariposa County has a strong tourism sector, with a primary focus on Yosemite. However, the Yosemite Mariposa County Tourism Bureau also invites visitors to explore the County's '*other*

areas [including] quiet low-country range lands and lakes filled with stories of the past and off-the-beaten path opportunities to interact with nature'. Among these attractions are several of the museums and cultural attractions described in the section above.

Also popular with visitors and locals alike are the agricultural businesses that produce renowned locally-grown products and also provide on-site public engagement opportunities. These include Rauch Ranch Vineyards and Winery, Sierra Cider Farm and Cidery, Silver Fox Vineyards, Butterfly Creek Ranch and Hornitos Beef, located in the historic Gagliardo General Store.

As another highlight, the annual Farm and Ranch Tour is held in the fall by the Mariposa Agri-Nature Association, a nonprofit community organization supporting agricultural and natural resources in the County. The fall 2022 Tour featured Big Table Ranch, Moon Shine Ranch, and Wildfire Ranch plus the Northern Mariposa County History Center with each location showcasing their unique agricultural operation and hosting local vendors and artists. Participating community organizations include the Natural Resources Conservation Service, UCCE Master Gardeners, UCCE Master Food Preservers, and UCCE 4-H. Retail partners include The Coulter Cafe, Tangled Hearts Outpost, and Small Woods Farm and Feed. Presentations at each tour location are scheduled throughout the day on a variety of topics such as the effects of drought and fire on oaks, composting, invasive species weed control, the importance of cattle to grazing land, historic orchards, and herding demonstrations.

Selected On-Farm Agricultural Education Opportunities

Raw Roots Farm, a small 4-acre certified organic vegetable and fruit farm in Catheys Valley is owned and operated by Lauren and Andrew Glikin. Raw Roots Farm has been practicing no-till for 10 years and supports 75 members through their CSA... The Farm hosts UCCE Master Gardeners, participates in the Mariposa County Farm and Ranch Tour, and organizes field trips for UC Merced students. Glikin's other community engagement activities include managing the Mariposa County Certified Farmers Market and previously teaching gardening at Sierra Foothills Charter School.

Happy Goat Farm is located on 250 acres, which is part of a larger 1,850 acre regenerative agriculture property located off Highway 49 about 5 miles northwest of the town of Mariposa. Established as a nonprofit in 2021, Happy Goat has a mission to combat food insecurity and climate change through agriculture education, awareness, and sustainable practices. It takes the unique approach of building engagement with both the local community and celebrities with a platform of promoting the importance of sustainable agriculture. Its initial agricultural operation includes an 8-acre market garden crop, with seasonal cover crops including buckwheat, and being the home base for a herd of 200 goats that are used for contract grazing in the community. Its educational components include hosting school field trips for nearby elementary schools, as part of its *Farm to School* grant, including developing curriculum in partnership with the Master Gardeners. The Farm also partners with the *Southern Sierra Miwuk*

Nation on establishing medicinal and other native plants on the property. The Farm aims to become part of the Savory Institute Network which in turn links to its goal to expand its educational programming to include traditional farmers interested in learning more about holistic management. In process, is the construction of barns and a greenhouse that can be used for both the farm operation and the education program, including school field trips.

Additional programs wanted

Stakeholders expressed desire for greater involvement of the Tourist Bureau in promoting the County's agricultural places and experiences; as well as for more agritourism opportunities overall.

6. Tribal-based Education about Working Lands

The Monarch Butterfly Habitat Project (Butterfly Home Place Project) and Pollinative Blog are led by Heather Bernikoff, a Native Yoeme/Yaqui living and working on Southern Sierra Miwuk lands. The goal of Heather's work, which is widely valued in the community, is to connect native youth with the land and each other. In partnership with advisors from the UCCE Master Gardener program and volunteers from the Xerces Society, the project also engages the larger local community in planting butterfly habitat including milkweed, golden yarrow, and other plants intended to support butterflies, including Monarchs, along their migration. The project's pollinator team funds 2-3 positions to apply an assessment to individual properties and make plant recommendations that provide opportunities in habitat, fiber, and medicine. Project work includes plantings on local farms such as Raw Roots Farm, Sateurn Farm, plus other local farms, often using plants purchased from Mariposa Native Plants. The Monarch Butterfly Habitat Project additionally supports pollinator-friendly agricultural practices such as hedgerow plantings and grassland and riparian planting kits.

The Southern Sierra Miwuk Nation garden and the Miwumati Healing Center are other important and valued resources.

Additional programs wanted

Stakeholders requested that when conversations are taking place around agriculture and working land, there be more integration of cultural narrative and history (including ties to Yosemite), and more information about indigenous peoples' use of the land, their tools and their food, fiber and medicinal plants.

7. Food Security and Local Agriculture Awareness

Food security support in Mariposa County is provided by Manna House and the Kids Market initiative at the Mariposa County Certified Farmers Market. Manna House is a volunteer-run

nonprofit organization providing supplemental food assistance to Mariposans in need. It has operated for almost 40 years funded exclusively by cash donations from merchants, churches, and community members. Food donations come from the community, including the UCCE Master Gardener program. The organization provides assistance in the form of Christmas groceries, a Christmas dinner, and a weekday food pantry. About 200 community members visit the food pantry each month, with program staff observing an increase since the COVID-19 pandemic. The food pantry stocks canned and dried goods in addition to dairy products, hamburger, eggs, seasonal fruit, and other non-perishable staples. Additional programming around agriculture education and awareness is limited by funding and volunteer staff capacity, but could be possible with more resources.

Mariposa Certified Farmers Market

The Mariposa Certified Farmers Market runs May through October from 5-6:30PM offering a variety of fresh and locally grown agricultural products, specialty foods, and artisanal products. It is managed by the owner of Raw Roots Farm and runs a program of the Alliance for Community Transformations. As a Certified Farmers Market, all products at the market are certified to be grown by the farmer selling them. Vendors at the Mariposa CFM include Raw Roots Farm, Shasky Farms, Serrano Farms, Olds Family Farm, Country Nerd Farm, G and J's Little Farm, Parker Farms, Yosemite Flower Farm, Mariposa Native Plants, F.A.T. Cattle, Mariposa Pops, Shelly's Jellies & Sweet Stuff, and Little Stone's Apothecary. A busy day at the Market in the summer attracts around 300-400 visitors, selling an estimated 800 lbs. of produce including squash, cucumbers, tomatoes, melons, eggplant, stone fruit, grapes, nuts, honey, and meat. The Farmers Market started accepting EBT in 2022, expanding access to fresh, local products to community members with limited budget as part of the Farmers Market's goal to make the market accessible for the entire community.

The Kids Market at the Mariposa County Certified Farmers Market is a monthly feature of the larger weekly Farmers Market that provides youth under 18 years of age with five dollars of "Market Bucks" to purchase local fruits, vegetables, and nuts from farmers. Its objectives are to increase food security, support access to fresh food and local produce, and incentivize families to visit the Farmers Market in the summertime. This program was sponsored by Cal Fresh Healthy Living and the Mariposa County Health and Human Services Agency starting with a pilot program in 2019 and completing a third full season in 2022. Approximately 280 youth visited the five Kids Markets in 2022 (125 more than the previous year). The majority of participating youth are between the ages of 0-13, prompting an interest from the County Health and Human Services Agency to ramp up advertisement in schools and expand engagement with middle and high school age students.

Additional programs wanted

Stakeholders requested more programs in several areas: classes in nutrition and more information about food (e.g. processed food, organic vs conventional, etc.); and education and

awareness campaigns around how local agriculture is a critical part of building local food security, and of how agriculture can lead the way in sustainable land use practices.

There was also a request for more focused programs for seniors about healthy fresh food, perhaps as part of multigenerational outreach; and also for stronger support for and promotion of local grocery stores and restaurants selling locally raised meat, eggs, and produce.

Precedents, Best Practices, Models

Overview

The Precedents, Best Practices and Models section builds on the previous Existing Agricultural Education and Awareness Efforts section, by providing examples about how such efforts can be coordinated to be greater than the sum of their parts. It also serves to inform the following section which outlines objectives and strategies for developing a *Multifaceted Education and Awareness Strategy*.

The section describes the collective impact model as an approach to coordinate and enhance agricultural education and awareness efforts. It also gives examples of models and best practices that highlight the role of agricultural education and awareness in advancing agricultural resilience and shared stewardship of working lands.

Collective Impact Model as a Best Practice

The concept of shared stewardship is aligned with the concept and model of collective impact, in that both highlight the importance of collaborative action around a common purpose. The collective impact model has been used - both in full and in part - to organize multi-partner county- and state-level efforts around strengthening agricultural resilience.

Collective Impact (CI) is a theory of change based on the concept of coordinating efforts across organizations around a clearly defined goal to create lasting solutions to social problems on a large scale. When multiple strategies and initiatives are operating, the work is centered on ensuring the initiatives are mutually reinforcing. Though individual organizations may work together with staff, boards, and volunteers to further a goal, collective impact begins when a region or community agrees to a set of shared goals and evaluates how each organization can shift and align their priorities to meet the shared goal.

The Collective Impact Model (known also as CIM) is also used as a tool to explicitly help frame and operationalize the coordination of efforts across organizations. The CIM has five pillars (or elements):

1. *Common agenda*. Partners coming together to collectively define a problem and create a shared vision to solve it.
2. *Shared measurement.* Tracking progress in the same way, allowing for continuous learning and accountability.
3. *Mutually reinforcing activities.* Integrating the participants' many different activities to maximize the end result.
4. *Continuous communications.* Building trust and strengthening relationships.
5. *Strong backbone entity*. Responsible for convening, organizing, and helping resource the collective.

The two models below are described in terms of the Collective Impact Model elements as well as other factors. Following the models descriptions section, there is a brief section describing other projects that also offer some lessons learned and or examples of best practices around one of the five CIM pillars.

Given the multiplicity of Mariposa County's existing agricultural education and awareness efforts discussed in the previous section, the collective impact model could help inform the development of a multi-faceted approach that coordinates and enhances many of the separate efforts. While Mariposa County is much smaller in terms of population and overall agricultural activity, it shares with some of the examples a deep identity as an agricultural community and dedication to celebrating and fostering its agricultural traditions.

Collective Impact Models

Vermont Farm to Plate

Mission and Description. The Farm to Plate Network is responsible for collectively implementing the 15 Strategic Goals of Vermont's 2021-2030 food system plan, as well as advancing organizational goals of members. The Network is made up of farms, food production businesses, specialty food producers, educational institutions, nonprofit organizations, funders, capital providers, and government personnel.

Function/structure as a coalition/backbone institution. Vermont Farm to Plate is a project of the Vermont Sustainable Jobs Fund (VSJF)*, funded by the* Vermont State Legislature and its Farm-to Plate Investment Program, with additional project-based funding. Priority Strategy Teams (PSTs), Topic Exchanges, and Communities of Practice convene to work on high impact projects to relocalize the food system that no one organization can do alone, as well as assess gaps, opportunities, and trends and monitor progress towards reaching Vermont's Strategic Goals.

Common agenda. Strategic plan. The 2021-2030 Agriculture and Food System Strategic Plan contains a vision for Vermont's food system in 2030 with 15 strategic goals across four categories: Sustainable Economic Development, Environmental Sustainability, Healthy Local Food for all Vermonters, and Racial Equity. The contents of the Plan were shaped by farmers, food entrepreneurs and workers, government personnel and elected officials, nonprofit organizations, technical and business assistance providers, educators, researchers, capital providers, and Vermont food consumers.

Shared measurement. Data outcomes. Each of the 15 strategic goals contains a set of objectives, the measurable improvements that show progress and can be tracked over time.

Mutually reinforcing activities. 2022 Vermont Community Leadership Summit

Continuous communications. Primary calendar of events for all network members.

Colorado Food Systems Coalition

Description and Mission. The Colorado Food Systems Coalition is a group of several organizations that work to strengthen healthy food access for all Coloradans while supporting Colorado agriculture, communities, and economies.

Function/structure as coalition/backbone institutions. Colorado Food Systems Advisory Council (COFSAC) - a Governor-appointed Council that works to advance recommendations in support of the overall mission. Colorado Food Policy Network - composed of many local food coalitions that collectively work to promote healthy, community-based economically viable food systems in Colorado that ensure all residents have access to affordable, nutritious food. Mapping and Reporting Tool - administered by Colorado State University.

Common agenda. Colorado Blueprint of Food and Agriculture key assets, emerging issues, and shared priorities for future investments in food and agriculture around the state.

Shared measurement. Colorado Food Systems Mapping & Reporting. Food systems data made available to all Coloradans to aid in new initiative development and planning. Public attitude survey tracks public understanding and perceptions around agriculture in the state.

Mutually reinforcing activities. CO Food Summit is a major annual convening *Continuous communications.* The Coalition website.

Rural-Urban Connections Strategy (RUCS)

Mission and Description. Launched in 2007, RUCS is a project of the Sacramento Council of Governments (SACOG). RUCS acts as the region's economic and sustainability strategy focused on rural areas, complementary to the Blueprint, the region's overall growth strategy. The program works to enhance the viability of the rural economy and resilience of the vital natural resources that drive it through the application of cutting-edge analytical tools.

Function/structure as a coalition/backbone institution. SACOG is where local government leaders in the six county Sacramento region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works with its 28 member cities and counties to solve challenges that are too big for any one jurisdiction to solve on its own. Funded through SACOG, RUCS looks at the region's growth and sustainability objectives from a rural perspective, recognizing the value of rural communities, forests, and agricultural lands as critical to the economy, environmental health, quality of life, and the region's future.

Common agenda. Coordinated Rural Opportunities Plan, *RUCS Overview.*
Shared measurement. RUCS offers a platform for proactive rural planning, enabling stakeholders to forecast and prepare for possible futures, and incorporate that work with similar planning conducted for urban areas. RUCS tools allow policymakers to strategically plan

for the future and ensure compliance with regulatory targets. Examples: Farmland Analysis, Local Food System Assessment for Yolo and Sacramento County Delta Communities, Food System Multipliers; Food and Agriculture Cluster and Workforce Needs Assessment.

Mutually reinforcing activities. Coordinated Rural Opportunities Plan

Continuous communications. A series of initiatives and studies (e.g. Agriculture & Habitat Working Landscapes Pilot Study).

Other Best Practices

Below are some examples of several projects that offer some lessons learned and/ or best practices around one of the five CIM pillars.

Common agenda
In 2005, the Ventura County Ag Futures Alliance — a coalition established by growers and other community members in 1999 to address some of the critical challenges facing farming in Ventura County — published a white paper calling for a new approach to connecting the agricultural and urban communities. Titled "A Community of Good Stewards: Building Sustainable Agriculture in Ventura County," it proposed a new ethic of shared stewardship to ensure a future for local agriculture. The paper states, "For farming to remain a healthy component of the local economy, culture and society, the industry is obliged to respect the ecological integrity of its resource base and to operate in harmony with the broader community. And just as farmers must act as good stewards of the land to remain viable, so are members of the community obliged to act as good stewards of the agricultural industry if they wish to enjoy the benefits it provides. These include local economic stability, the aesthetic values of a rich and diverse landscape, and a healthy and affordable food supply." This effort is now being revived as a lead strategy for Rural Urban Connections program, under the auspices of the Ventura UCCE Office, and as a key element of the pending *Ventura County Resilient Agricultural Lands* Initiative.

Shared measurement
The Bay Area Food Futures Roadmap includes a 'scorecard' system to describe multiple parameters and establish baseline metrics across the sectors of the food supply chain.

Mutually reinforcing activities
With a population of just over 10,000 people, Salt Spring Island in British Columbia is renowned for its robust food and farm culture, its commitment to conservation and community of artists. A number of organizations work together to elevate and connect these elements. The Salt Spring Island Farmland Trust helps preserve, promote and revitalize local agriculture. The Salt Spring Island Conservancy protects and enhances the natural values of the island and its

surrounding waters by acquiring land or covenants, and by educating landholders and the public toward improved land and water stewardship. Salt Spring Tourism provides a comprehensive resource for visitors wanting to explore the Island's myriad agriculture, nature, recreation and arts offerings.

The Sonoma County Farm Trails is an interactive map and resource guide that connects the public to Sonoma County farmers, ranchers, producers, and purveyors to ensure the economic viability of local agriculture and instill an appreciation of ag as a vital part of the Sonoma community. The website and resource, 100plusjobs, invites students and job seekers to explore jobs that feed people and sustain the planet and provides links to training programs.

Function/structure as coalition/backbone institutions

Santa Clara Valley Agricultural Plan. This highly acclaimed plan set the standard for subsequent SALC planning grants, in terms of organization, process, presentation and follow up implementation. However, the one set of strategies that have lagged behind other Plan strategies in terms of implementation is the Branding*, Education and Awareness Strategy*. This focus area identified two key objectives for ensuring that the regions' working lands are not only preserved but understood, identifiable, and valued: (1) Develop and launch a Santa Clara Valley agriculture campaign with regional brand identity and (2) Build a local constituency that is informed about and supportive of regional agriculture through public outreach, engagement, and education. The lesson learned is that regardless of how timely and interconnected agriculture education strategies are, without a champion or responsible agency in charge of implementation, it can be a challenge to get such strategies off the ground.

Implementation Plan for a Multifaceted Education and Awareness Strategy

The high level implementation plan outlined below reflects input from project partners, stakeholders and local subject matter experts. The Strategies are also informed by responses to questions, in a recent Mariposa County survey, about desired additional agricultural education and awareness programs and initiatives. As a reflection of the deep engagement of the agricultural, conservation and arts communities, the focus has been broadened to encompass strategies around collective action to build working lands resilience.

Focus Area 1. Collective Action to Build Working Lands Resilience and Support Stewardship

This focus area reflects the need for a shared vision for a resilient and economically vibrant community that reflects the critical role that working lands play in a resilient future for the County. The robust set of strategies below emphasizes the co-creation of actionable education and awareness strategies that elevate the importance of community-wide engagement in land stewardship over time. Strategies are focused on the following objectives:

- First, most importantly, build capacity of implementation partners through grant funding opportunities, technical assistance and focused support.
- Build a comprehensive effort to promote local working lands, elevate a culture of land stewardship and educate consumers.
- Support existing farmers and ranchers with technical assistance, including around climate-smart agriculture practices and grow/train new and transitioning ranchers and farmers.
- Align, leverage and scale resources, particularly through partnerships.
- Expand partnership opportunities with Native American tribes in managing and stewarding public and working lands while providing support to build capacity.
- Continue to develop art, design and education programs that foster reverence for and protection of the communities deeply rooted identity in working lands.
- Facilitate creative placekeeping to bolster the existing social fabric, rural lifestyles, and native culture that connects the Mariposa community and its visitors to agricultural and working landscapes.

STRATEGIES

LEAD STRATEGY 1

Develop a Climate Mobilization and Agricultural and Working Lands Roundtable to improve pathways to the economic success of farmers and ranchers, increase community climate resilience, **and** ***enhance trust and collaboration among the agricultural community, the tribal community, County leadership and staff, and other key stakeholders.*** Organized by the UCCE as an open forum format, the roundtable would involve dialogue and learning sessions with a range of stakeholders to foster broader awareness, insight and foresight, as well as build relationships and alignment between the agricultural and broader community. The roundtable approach would allow for more regular interaction that keeps stakeholders engaged on implementation of the Plan and other efforts. The Roundtable would build the social capital and community support for climate resiliency projects, take advantage of the skills, knowledge, and capacity of the wide range of agencies, organizations, private businesses, private landowners, farmers, agricultural and community organizations, and tribes in Mariposa County.

STRATEGY 2

Reinforce the Southern Sierra Miwok Nation's essential role in land conservation, stewardship, and climate action efforts with capacity building support. Preserving and protecting traditional cultural resources and landscapes of the SSMN is a critical component of the Plan but the financial and human resources and expertise must be supported. To protect, preserve, and promote their traditions, the SSMN would benefit from increased capacity to grow opportunities to educate SSMN youth, expand traditional ecological knowledge (TEK) practices, showcase traditional food ways, demonstrate land stewardship ethics to the broader community, and expand existing organizational capacity to develop land conservation projects.

The SSMN could take advantage of State funding that exists for tribes to 1) build capacity to develop land and easement acquisition projects and plans, 2) finance acquisition projects, and 3) strengthen capacity to implement climate smart landscape management.

STRATEGY 3.

Create a "Conservation Jobs Training'' program to build capacity and catalyze job growth in the conservation sector. Empower citizens of Mariposa (youth in particular) through technical assistance, education, outreach, and training pathways into conservation jobs that drive Mariposa's stewardship economy. Identify pathways to support job training for systematically excluded community representatives. Engage the High School's career pathways program, and FFA and 4-H chapters in creating vocational training opportunities and awareness about jobs in the conservation and climate-smart agriculture sectors. Develop partnerships with nearby community colleges and universities to strengthen exposure to career pathways.

STRATEGY 4.

Support an Art, Cultural & Agricultural Creative Placemaking Program that leverages design and visual/ media/performing arts to explore the many historic and contemporary stories related to the cultural and agricultural legacy in Mariposa. Activities to be explored could include creation of wayside signage along main roads (e.g. Hwy 49, Hwy 140) and interactive digital maps that highlight current and historical agricultural land marks. Such maps can also be produced in as artistically interpreted graphics and made available in print form.

STRATEGY 5.

Build on the "Mariposa Made" program and existing Tourism programs with a new "Explore Mariposa" program to support the growing awareness of the importance of working lands to the health and resiliency of the region, as well as the State. Build on parallel strategies described in this document to create a positive feedback loop between land use policy, stewardship programs, and economic development efforts. On-farm education and agritourism is a key piece. Explore the feasibility of creating a community agriculture hub in Mariposa with a garden, mill, processing tools, kitchen, and education opportunities; and of also creating a local meat processing facility.

STRATEGY 6.

Develop interpretive signage along the Mariposa Creek Parkway to educate users to not only navigate the trail system, but also promote learning and appreciation of the importance of stewardship practices, ecosystem services, farming and ranching culture, and Native Tribal heritage in Mariposa County.

STRATEGY 7.

Develop school children's' foundational knowledge about agriculture and related agricultural career pathways. Build on and enhance existing formal and informal programs at the County's school by supporting school gardens, exchange visits with local farms, farm to school programs, curriculum around climate-smart agriculture, and activities that engage local conservation agriculture professionals.

Appendix A - Existing Agriculture and Education Awareness Efforts

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
K-12 Food and Agriculture Education			
4-H	4-H, a UCCE Program. 200 young people enrolled ages 5-18; staff in schools and for after-school programs; families and residents involved including 75 volunteers		12-15% of all youth in the County are enrolled; about 4 times the state average
FFA	FFA is the premier youth organization preparing members for leadership and careers in the science, business and technology of agriculture.		Most students involved in Mariposa High School's extensive ag career pathways program, are also in the FFA chapter.
County's 7 public and 2 charter schools	K-12 Food & Agriculture Education includes curriculum-based programs, informal education and career pathways and training. These types of education are offered throughout Mariposa County schools; including through school gardens.	In partnership with Woodland Elementary and Mariposa Elementary, *Happy Goat* was awarded a USDA Farm to School grant to bring students out to field trips on the farm.	
Agriculture & Food Education in Community Colleges & Universities			
Fresno State University	Fresno State University is a 4-year college of the public California State University System. The Jordan College of Agricultural Sciences and Technology is comprised of six departments offering degrees and certificates in an array of programs related directly to agriculture and beyond.	Agricultural Laboratory, Jordan College of Agricultural Sciences and Technology, B.S. degrees and certificates	Multiple degrees and certificates through multiple departments
Merced College	As an Agriculture Major, students will explore this diverse industry through a variety of programs and courses. This diverse agricultural study provides students with entry level employment opportunities and skills along with the ability to transfer to a college or university to continue their studies in a wide variety of agricultural fields.	Agriculture major, Environmental Horticulture A.S./C.T.	- 9 areas of study in agricultural technology - 2 areas of study in Landscape Horticulture
MiraCosta College	MiraCosta's Horticulture Program includes landscape design and architecture, irrigation, sustainable landscape and turf management, nursery crop production, sustainable agriculture, PCA (pest control advisor) preparation, and wine technology. Students may take courses to prepare for a major in horticulture, to complete certificates to enter the job market, and to fulfill general education requirements.	Horticulture program	- 7 areas of focus in agricultural practice - 7 horticulture certificate options - 7 associate degree options

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agriculture & Food Education in Community Colleges & Universities (cont'd)			
UC Merced	UC Merced offers an undergraduate major leading to a B.S. degree in Earth Systems Sciences or Biological Sciences and a minor degree program in Environmental Science and Sustainability. These programs allows students from diverse backgrounds to pursue interests in earth and environmental sciences at a variety of depths. Extensive Vernal Pools & Grassland Reserve hosts forage production and grazing management research and was seminal site for the creation of the California Naturalist program. Recently designated as a UC Agriculture Experiment Station (AES). New in-development 45-acre Smart Farm with research around precision agriculture, robotics, complex systems, reuse of ag byproducts, etc.	Environmental Science and Sustainability minor, Environmental Systems Science B.S., Smart Farm	
Fresno-Merced Future of Food Innovation (F3) Coalition	UC Merced, Fresno State and Fresno County community colleges are all part of the F3, an in-development state-of-the-art agricultural technology hub that will serve and connect farmers across the San Joaquin Valley with industry, foster new ag-based technology, boost productivity, create jobs and build capacity for regional sustainability.		
Agricultural Research and Technical Assistance			
County Department of Agriculture	The office of the Agricultural Commissioner and Sealer of Weights and Measures is a regulatory agency acting under the jurisdiction and direction of the California Department of Food and Agriculture, the Department of Pesticide Regulation, and the Division of Measurement Standards and in cooperation with various other federal, state, and local agencies.		
Mariposa County Resource Conservation District	The mission of the Mariposa County Resource Conservation District is to encourage and facilitate cooperative solutions to local resources conservation issues and problems. They provide technical, financial and educational resources, whatever their source, to meet the needs of the local land-users. In 2022, the RCD received a habitat grant from the Wildlife Conservation Board that includes habitat restoration/enhancement and hiring and training Native American youth to provide Countywide TA, with special emphasis on cultural knowledge, traditional ecological knowledge, and school programs.		

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agricultural Research and Technical Assistance (cont'd)			
Natural Resource Conservation Service	NRCS provides America's farmers and ranchers with financial and technical assistance to voluntarily put conservation on the ground, not only helping the environment but agricultural operations, too.		- 400 active fuel management contracts with private landowners - $25 million to support conservation practices
Sierra Nevada Conservancy (SNC)	The SNC keystone initiative, the Sierra Nevada Watershed Improvement Program (WIP), is a large-scale, holistic effort to restore resilience to the forested landscapes and communities of California's Sierra Nevada-Cascade region. With forest health as the foundation, the WIP weaves together four priorities: restoring healthy ecosystems, improving community resilience, promoting sustainable recreation and tourism, and conserving natural and working lands.	*Completed Projects* -Quincy Wildfire Protection - Wagner Ridge Fuel Break *In Progress* -Thompson Peak Initiative Bootsole Forest & Watershed Restoration -Big Chico Creek Forest Resilience -Concow Resilience: Implementation -Mohawk Valley Wildfire Resilience -Sierra Brooks—Smithneck Wildland Urban Interface Fuels Reduction -Forbestown Forest Resilience -Middle Fork American River Watershed Restoration -Michigan Bluff Community Protection -Twofer Pillikin Fuels Reduction -West Fork Carson and Monitor Pass -Trestle Mastication -Tiger Creek Fuel Break Enhancement -Rim Fire Plantation Thin/Biomass Treatment	- awarded $10 million in grants for vibrant recreation and tourism and strategic land conservation projects to 20 different projects -SNC Board awarded 9 grants distributing roughly $5.2 million to strategic land conservation projects in 10 counties within the Conservancy's service area: Butte, El Dorado, Kern, Tuolumne, Mariposa, Sierra, Plumas, Lassen, and Calaveras -$5 million to 11 different recreation and tourism projects focused on trail and trailhead planning and improvements in Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, Shasta, and Siskiyou counties.
UCCE Mariposa County	TA programs in Master Gardening, Master Food Preserving, Woody Biomass and Forest Products, Fire and Viticulture. Adding a new Regenerative Ag position. UCCE specialists provide workshops on many topics. Areas of ag research and dissemination include ecosystem services, niche marketing, fire, grazing management, soil health, rangeland conversion, and drought management. Across California, the 64 UCCE are local problem-solving centers, and a bridge between local issues and the power of UC research.		

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Community Agricultural Events, Education & Awareness			
California CattleWomen	The California CattleWomen organization focused on promoting a better understanding to consumers as to where their food originates; the quality controls used towards its safety; the impact the Beef Industry has on the economy of California; and the overall, far-reaching contributions the Beef Industry has to society as a whole.	- State Beef Ambassador Competition where they have two divisions : Senior and Junior - Beef education, on their website they promote a lot of Beef education for all ages: K-12, university, and all	- 2020 Memorial Scholarship Recipients each get $1000 -Members get free access to the free self guided course: Masters of Beef Advocacy
Farm and Ranch Tours	Historic Coulterville and the North County are highlighted in the annual Farm and Ranch Tour, a project of the Mariposa AgriNature Association. Participants visit 4 locations plus the Northern Mariposa History Center with each location offering the opportunity to learn more about agricultural practices and resource preservation from the property owners and experts. The locations not only showcase their own unique agricultural operations, but allow vendors and artists to share their crafts as well.		
Made in Mariposa	Made in Mariposa is the website for the Mariposa County Chamber of Commerce. On their website they also have resources for their members, events for the chambers and events from the companies that are members. They also promote events from Mariposa County itself. They offer their partners a lot of benefits like marketing and exposure. Essentially, membership means that you are committed to growing jobs, promoting business success and overall support of the Mariposa County economy. Located inside the Mariposa County Visitor Center.	Awards Dinner, Margarita Booth, Car Show, Christmas Parade, Network @ Night	- 1 platinum member - 4 Gold Members - 6 Silver members - 13 Investor Members - Thousands of followers on Social Media -13 events in February - 8 events in January
Mariposa Butterfly Festival	Starting with a parade on Saturday through downtown Mariposa, the Butterfly Festival is a full weekend of food, vendors & artists, music & entertainment, family games & activities, bounce houses, pony rides, parachuters, spectacular movies, a virtual reality station, butterfly releases, and more. Held annually in May at the Mariposa Fairgrounds and Exposition Center.		- 100 vendors - 5,000 butterflies released

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Community Agricultural Events, Education & Awareness (cont'd)			
Mariposa Certified Farmers' Market	The Mariposa Certified Farmers' Market is committed to customers' health and to the health of the local economy. Their farmers' market exhibits locally grown agricultural products, specialty foods and artisans/crafters. Their focus is to provide customers with the freshest, healthiest and tastiest foods grown and raised as close to their home as possible. By providing these options, the market is also able to promote local spending which helps to support the local economy.	Kids Market, Free shuttle, EBT available	- ~300-400 visitors per week during summer months - ~800 lbs produce sold per week during summer months - Low vendor fees to increase market access
Mariposa County Fair	Since 1939 the Mariposa County Fair has been providing family fun to the people of Mariposa and other surrounding communities. Agricultural events, displays, demonstrations, entertainment, a carnival, a midway and more provide old-fashioned fun for the young and young-at-heart.		- ~30,000 visitors annually - 20 vendors (4-6 local)
Merced-Mariposa Cattlemen's' Association	Program for young people to experience purchasing breeding, raising and caring for a beef female animal. At the end of the project, the association organizes a sale for the young people to sell their animals.	- Merced-Mariposa Cattlemen's Dinner Dance - Merced Fair Carcass Contest - Beef Bred Heifer Show and Sale, - Walt Woodard Roping Clinic - Annual Spring Tour Dinner - Beef Bred Heifer Project - Cattlemen's play day	- Scholarships for high school students ($250-2000) - Fundraising for the Scholarship, via Dinner Dances, are $40,000 - Highly attended dinner dances
Octoberfest Sausage and Suds Sampler	Mariposa Octoberfest Sausage & Suds Sampler is an annual fundraiser benefiting the Mariposa County Fairgrounds. Held in October, it features a generous sampling of local foods and drinks at the Mariposa County Fairgrounds.		
World Ag Expo	Previously known as the Tulare Farm Show, World Ag Expo is held every February at the International Agri-Center in Tulare. The International Agri-Center® is also home to the AgVentures!® Learning Center & Museum, IAC Livestock & Equestrian Complex, facility rentals, and much more. It attracts farmers and ranchers from all over California, including from Mariposa County, and beyond.		- 1,200 exhibitors; an attendance of more than 100,000 people

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education			
Big Table Ranch (Coyote Fest)	Nestled in the Sierra Foothills, 28 miles to Yosemite, near the historic gold rush town of Coulterville, and close to Groveland, Don Pedro, Lake McClure, Sonora and Mariposa. Great location for water sports, hiking, swimming and relaxing! Thirty-five acres of open meadows, hiking trails, pools, rustic structures & hidden treasures. Room to spread out, explore, enjoy nature and all four season. Host weddings, retreats and events for up to 250 people. Guest house sleeps up to 19 people in 5 bedrooms with 3 1/2 bathrooms; and beautiful meadows for lots of campers! Can accommodate tent camping as well as car & RV camping. Luxurious outdoor showers are available for all campers.	Event venue, Big Table Dinners, Big Table Live!, Experimental Garden, Coulter Cafe & General Store, El Rio, Your Dive, Summer Sundays fundraiser	- Coulter Cafe & General Store partners with local chefs and farms to serve sustainable food
Brenda's Tomatoes & Poultry	Brenda's Tomatoes and Poultry is a small local farm and produce delivery service in Mariposa County, California, owned and operated by Brenda Ostrom. The farm produces chickens, eggs, turkeys, heirloom tomatoes, cucumbers, peas, greens, flowers, and culinary herbs. The CSA delivery service connects farmers with their local communities to facilitate financial support for small farms and provide residents with fresh local produce and products.	CSA delivery service	- 5 local partners including hotels and restaurants - 50 varieties of tomatoes
Butterfly Creek Winery & Vineyards	Butterfly Creek Winery has been a Gerken family vineyard since 1972. The mountain spring water, clean climate and zesty Sierra Nevada soil provide the perfect setting for the premium wines that Butterfly Creek Winery produces. The largest vineyard in the county, Butterfly Creek Winery, is set in the picturesque Snow Creek area north of Bootjack.	Events venue	
Casto Oaks	Casto Oaks stewards six acres of vineyards in Mariposa, California. Dedicated to agriculture and oenology, they prune, trellis and trim, monitor vines through the seasons, harvest, press and bottle all in the foothills of the Sierra Nevada Mountains right outside of Yosemite National Park.	Wine Maker's Cottage, Casto Oaks Wine Club, Tasting Room, Wine Release Events, Wine Maker's Dinner, Grape Stomp	- 50% of August tasting room wine sales donated to Oak Fire assistance

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Country Nerd Mushrooms	Country Nerd Farm is a small gourmet mushroom farm located in Mariposa, California, nestled in the Sierra Foothills. They grow edible mushrooms like shiitake, lion's mane, several types of oyster mushrooms, and other functional fungi such as reishi and strive to use the most natural and carbon-friendly means of production at all stages of their operation.	Mushroom grow kits, Online recipes	- 7 KW solar array offsetting farm's energy consumption
Creekside Nursery & Mariposa Feed	Creekside Nursery began many years ago at Mariposa Feed and Supply with a dedicated area for nursery stock and supplies held for 25 years. In 2014, the owners started their own garden center that caters to the unique needs of the mountain gardener and provides an enriching experience for each Creekside Nursery customer.	Plant sales, Yard furnishings, Gift shop	
Friends of Given Ranch	The CVHS (Catheys Valley Historical Society) formed the subgroup Friends of the 1879 Givens Ranch Historic Landscape and Barn. Together, they wish to work with the land owners to preserve the rural historic landscape that encompasses these items. Givens Ranch landscape includes a barn, dairy house, well, oak woodland, wetlands, and historic wagon road. The Friends hope that by working together cooperatively with the owner, a solution can be found to preserve an important part of Catheys Valley, Mariposa County, California state, and National history for the enjoyment of all for years to come.	- Pot luck and tree lighting - Fundraiser using go fund me - Volunteers to - School children do mural painting at the ranch through Land and LEgacy - Self Guided Art/ History Tour	Catheys Valley Historical Society voted to form a subgroup, the Friends of the 1879 Givens Ranch Historic Landscape and Barn (the "Friends"), - 332 followers on facebook-
Fungi Temple	Woman owned gourmet mushroom farm located right outside Yosemite National Park in Oakhurst, CA. They aim to nourish customers' lives with quality, nutritious mushrooms		- 10 mushroom varieties - Multiple community partners
Givens Ranch and Barn	The historic 1879 Givens Ranch and Barn is a cherished feature of Mariposa County and a legacy landmark. There is a community-led effort to preserve the barn and prevent further deterioration of the built structures.		

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Happy Goat	Happy Goat is located on a 2000 acre property right by Yosemite National Park in Mariposa, CA. It is a creative wonderland that sits on top of a regenerative farm supporting artists and creators of all different backgrounds, the Happy Goat community, and the greater web community at large. Happy Goat's mission is to create a new, better nonprofit model using web3 technology as a backbone. They aim to replace traditional donations with NFTs that provide value as art and simplify donations via ETH and alternate cryptocurrencies. Their goal is to introduce people to philanthropy via creativity, art, and experiences that bring awareness and affect change to the climate crisis and food justice.	Community Days, Special Events, Volunteering, Reservations	- 2022 Farm to School grantee
Kirby Peak Ranch	Kirby Peak Ranch is a unique agri-campus and high-tech farm located in Mariposa, California, just outside Yosemite National Park. The 60 acre ranch consists of beautiful rolling hills, jagged mountain peaks, green meadows, a glimmering mountain lake and a state-of-the-art greenhouse structure encompassing nearly 1/2 acre, housing hydroponic and aquaponic systems. Crops include beefsteak tomatoes, cherry tomatoes, fancy lettuces, strawberries, fresh culinary herbs, edible flowers, cucumbers, peppers and many other crops growing in soil-less culture. The fish tanks are home to hybrid carp, largemouth bass, sturgeon and koi.	Hydroponic/Aquaponic System Design and Plant Propagation Program, Lunch with the Llamas	
Mariposa Native Plants	Small start-up company, growing, propagating, and distributing California native plants. Their focus is to encourage the development of plant communities native to the Sierra Nevada and its adjacent foothills, and we are especially concerned with habitat restoration in Mariposa County, California.	- presented at the Mariposa Butterfly Festival -partnered with Monarchs and Milkweeds public workshop presentation - featured on Calscape website - Set up with the Mariposa Farmer's Market - partnership with the Mariposa History Center	- Website includes information about native plants - Native Plant Garden x Mariposa History Center: 2 dozen local community members, History Center staff, UC Master Gardeners, Southern Sierra Miwok Nation, school children from Sierra Foothills Charter School. Used 50 plants - Sold over 30 milkweeds at Mariposa Butterfly Festival 2020; over 40 plants at MBF 2021 - Sold out at Mariposa Farmer's Market

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Rauch Winery/ Vineyards	Over 4000 private acres offer opportunities to take a nature walk, mountain bike, or park rigs and drive to town. Rauch Winery and Vineyards strives to live sustainably and at peace within the environment Years of restoring 3 individual vineyards in this Valley have yielded several different varietals and local wineries producing their wines.	Wine Tastings, Club House/ Bunk House, Trail Rides, Winery Tours, Horseback Riding, Clay Pigeon Shoots	- Silver medal awardee, El Dorado Wine Competition
Raw Roots	Raw Roots Farm is dedicated to providing organic, local, non-sprayed, non-tilled, and sustainably grown produce for the community. Their practice of farming is done in accordance to and with the respect of the local environment and the balanced global system. Raw Roots strives to foster a healthy and engaging community environment through the shared production and consumption of organic produce. They also provide educational opportunities for community members to learn how sustainable living can easily be	Sunset Dinners, Mariposa Farms and Ranches Tour, Cob Workshop, Sustainable Agriculture Tours, CSA Service, Volunteer Opportunities, Garden and Landscape Consultation	- 12 participants in Cob Workshop across US and Canada - 3 Farmers Markets attended
Restful Nest B&B	Nestled in the beautiful foothills of the Sierra Nevada Mountains in the heart of California Gold Country, invites visitors to experience old California hospitality with the flavor of Provence. Their goal is to provide a pleasant and unique stay in the Sierra Nevada foothills, near Yosemite National Park, by providing a varied selection of reliable and comfortable accommodations	B & B, Amenities, Catch and release fishing pond	
Sierra Cider	As the new Owner-Operators of Sierra Cider, Dana and David are applying their passion and creativity to turning the farm into a destination for everyone visiting the Yosemite area, while proudly carrying on the legacy of excellence in both cider crafting and sustainable farming set forth by founders Dave and Beth Lancaster.	Private Events, Tasting Room, Orchard Tours, Tortured Orchard, Carve-o-rama	- Silver Medal 2017 Great Lakes International Cider and Perry Competition - Gold Medal 2017 Great Lakes International Cider and Perry Competition
Silver Vineyard	Silver Fox Vineyards, established in 1989, is owned and operated by Karen and Marvin Silver. Dedicated to quality, Silver Fox makes premium handcrafted wines. They personally farm and ferment the Cabernet Sauvignon, Merlot, Sangiovese, Syrah, and Cabernet Franc grapes from a 2.5 acre estate vineyard and purchase grapes from growers in the nearby Sierra Foothills.	Tasting Room, Winery tours	

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Yosemite Bug Rustic Mountain Resort	The June Bug Cafe at the Yosemite Bug offers Comfort American foods rounded out with an exciting International menu with meats, vegan, seafood and vegetarian fare. The dinner menu changes nightly with a mix of local, garden, sustainable and organic ingredients directed by dedicated local chefs.		
Tribal-based Education about Working Lands			
Miwumati Healing Center	Miwumati Healing Center provides client-centered services to Native American individuals and families, integrating professional clinical counseling services with traditional Native American values and practices. The Center provides counseling, crisis and referral services, community mental health intervention and prevention activities to American Indian families, adults and children. Eligibility for services is based on the client's self-identification as being Native American. All are welcome!	- Food Box - Culture as Prevention - Whitefawn Wellness - Counseling - Elections - PAST: Yard Sale, Basket Weaving on the Creek	- Presented at the Mariposa Butterfly Festival - Partnered with Monarchs and Milkweeds public workshop presentation - Featured on Calscape website - Set up with the Mariposa Farmers' Market - Partnership with the Mariposa History Center
The Monarch Butterfly Pollinator Project	The Monarch Butterfly Habitat Project (Butterfly Home Place Project) and Pollinative Blog are led by Heather Bernikoff. The goal of the project, which is widely valued in the community, is to connect native youth with the land and each other. In partnership with advisors from the UCCE Master Gardener program and volunteers from the Xerces Society, the larger local community plants butterfly habitats including milkweed, golden yarrow, and other plants intended to support butterflies along their migration.	Pollinative Blog, Planting butterfly habitat	-72 subscribers
Food Security & Local Agriculture Awareness			
Kids Market	The Kids Market at the Mariposa County Certified Farmers Market is a monthly feature of the larger weekly Farmers Market that provides youth under 18 years of age with five dollars of “Market Bucks” to purchase local fruits, vegetables, and nuts from farmers. Its objectives are to increase food security, support access to fresh food and local produce, and incentive families to visit the Farmers Market in the summertime.		- 5 events annual during summer - 280 youth engaged in 2022 - 155 youth engaged in 2021

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Food Security & Local Agriculture Awareness (cont'd)			
Manna House	Manna House is a volunteer-led nonprofit organization providing supplemental food assistance to families in need in the form of groceries, holiday dinners, and a weekday food pantry.	Holiday groceries, Holiday dinner, Food pantry	- 200 food pantry visitors/month
Mariposa County Arts Council	The Mariposa County Arts Council non-profit organization with a mission to promote and support all forms of the cultural arts, for all ages, throughout Mariposa County. Their work involves arts education programs, public arts events and creative placemaking projects, as well as community partnership and arts policy to to enrich Mariposa economically, socially, and culturally.	Arts in Corrections, F/Stop photography, Veterans in the Arts, Creative Youth Development, Music on the Green, Mariposa Theatre Alliance, Public Art + Creative Placemaking, Special Exhibitions, JumpStArts	- Serve all individuals at the Mariposa County Adult Detention Facility through Arts in Corrections program - Serve all of Mariposa County 5th grade classrooms for 8-12 weeks through Artists in the Schools program
Mariposa County Farm Bureau	The mission and purpose of the Mariposa County Farm Bureau is to improve the ability of individuals engaged in production agriculture to utilize resources to produce food and fiber in the most profitable, efficient and responsible manner possible.		
Summer Meal Program	California's summer nutrition programs helps feed children healthy meals during the summer months. The summer meal sites are located throughout California.		- 10 sites in Mariposa County
Working Landscapes, Working Artists	Working Artists, Working Landscapes is a project by the Mariposa County Arts Council to support the Mariposa County Agricultural and Working Landscape Conservation Plan. The project will apply creative placemaking practices to facilitate community member participation in the Conservation Plan. Paired with a quantitative analysis, this project will articulate a strategy for conserving nearly 500,000 acres of working lands		

List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism (additions)			
1850 Restaurant and Brewery	1850 Restaurant and Brewery is owned by couple Jake and Hanna Wackerman. What was originally a renovated restaurant dedicated to serving fresh food soon expanded to include "The Loft at 1850" and a brewery. They have been featured in numerous newsletters and TV shows: Lifestyle- Travel and Play, The Via Blog, Mariposa Gazette, and "DineOut Along the Road" from FOX26.	–1850 Brew Crew VIP membership –Treasurer for the Mariposa County Little League –Board member of the Mariposa Chamber of Commerce –Baseball coach of the Mariposa County Little League	–Donated food for first responders during July 2017 Wildfires –Employs 50 local Mariposa residents, expanding to 80 within five years
CostaLivos Mountain Gold Olive Oil	The CostaLivos olive grove is nestled in the western foothills of the Sierra Nevada mountain range, warmed by the California sun and watered by fresh glacial rivers. They carefully tend to their olive trees to produce the highest quality fruits, which are hand picked and cold pressed to yield the most flavorful extra virgin olive oils. CostaLivos sells both artisan olive oils and balsamic vinegars.	–Paint and Sip (monthly) –Tasting room	– Averaging 10 attendees for Paint and Sip event
Fouch Farms	The Fouch Farm family operates a multi-species farm with cattle, pigs, goats, chickens, hay and grain crops, and a market garden. They began farming in an effort to eat quality food, their love for animals, and the landscape farming produces. Their biggest goal is to become self-sustainable, and bring back the family farm.They are a small, family-run operation, which prefers to direct-market their products to their customers to ensure the quality of their products from start to finish. They are focused on being a regenerative, affordable, chemical-free and non-gmo, and humanely raised ranch.	–Consulting services	
Hornitos Beef	Erickson Ranch is a 4th generation family owned and operated cattle ranch located in Hornitos CA on land they own and leased land they maintain. Their goal is to provide their customers with 100% traceable, 100% natural and 100% quality ranch raised beef.	–Direct to consumers	
High Country Health Food and Cafe	The Pickard family operates High Country Health Foods & Café in historic Mariposa, California.Their store carries a wide variety of products like organic & local produce, a large selection of supplements, and specialty grocery items. They have many options for those with dietary needs; gluten-free, vegetarian, and vegan. They also boast an in-house café full of sandwiches, soups, and salads.	–Host a community Forum on their website	–Promotes 17 local businesses on their website -Promotes 15 local practiciones on their website

APPENDIX D.

Stakeholder Lists and Draft Outreach & Engagement Plan, Fall 2023

AWLCP

Mariposa County
Agricultural & Working Landscape Conservation Plan (AWLCP)
OUTREACH & ENGAGEMENT PLAN
2022-2023

1.0 Outreach Overview

The Cultivate Team has designed a "network" approach to **obtain focused and meaningful community feedback** as well as to encourage community dialogue and **"ownership" of the Plan**. The outreach approach is based on three core principles:

- *Inclusion*: We will work with the Core Team, Advisory Group and community stakeholders to ensure the AWLCP has broad, timely, and effective inclusion of community needs and perspectives both from individuals and organizations who regularly contribute to these kinds of planning processes as well as those who historically have not been engaged.
- *Focus*: We take an objectives-based approach to engagement, with each engagement opportunity designed to achieve a specific and achievable outcome in service to the creation of a plan that has broad support and community buy-in.
- *Creativity*: Community engagement is more than a series of meetings, it is an invitation to step into the complexity and nuance of problem solving in Mariposa County today. The engagement strategy includes a broad range of input methods from individual interviews, to small group working sessions, to community workshops.

The Outreach and Engagement Plan is designed to closely integrate with the outreach and engagement efforts of the **Working Lands, Working Artists: Leveraging Art and Design to Support Sustainable Agriculture Planning in Mariposa County (WLWA)** project. In addition to the tasks outlined below, the Cultivate Team will work closely with the WLWA project leads to leverage existing engagement efforts and build on those to introduce the community to the AWLCP and seek their feedback on the development of the AWLCP.

2.0 Outreach Tasks

SUBTASK 1B. Convene County and Core Team, Identify Advisory Group, and Craft Community Engagement and Outreach Plan

The County and Core Team with the Cultivate Team will identify a group of local and regional experts (Advisors) that will assist in identifying relevant stakeholders, synthesize data, help to create prioritization criteria, and evaluate models and policies. These Advisors will be a diverse group of leaders in the agricultural, equity, climate, planning and policy and conservation/ ecosystem services fields. The Advisors will inform the AWLCP's development throughout the process.

The Core Team and Cultivate Team will develop a *Community Engagement and Outreach Plan* as a method to coordinate engagement with key advisors and key community stakeholders so that their input is timely and relevant to the key components of the AWLCP.

The Core Team consists of the Cultivate Team plus the following people and organizations:
County of Mariposa: Steve Enger, Mikey Goralnik, Ben Ogren, Tara Schiff, Kaitlyn Casner, Hannah Harrison & Monica Nielsen

FFA: Buz Arnold
UCCE: Fadzayi Mashiri
California Cattleman's Association: Tony Toso
RCD: Melinda Barrett
Sierra Foothill Conservancy: Lexi Ballinger & Lauren Miller
Mariposa Arts Council: Cara Goger

SUBTASK 1C. Identify, Convene, and Engage Community Stakeholders

The Cultivate Team, with assistance from the Core Team, will identify key advisors to assist in community engagement efforts, technical review and AWLCP development. With the Core Team, and key advisors, the Cultivate Team will identify community and working lands stakeholders to represent community interests in community stakeholder workshops/listening sessions. Key stakeholders will include the working lands community, and a wide variety of community interests including farmworkers of underserved communities, environmental groups, equity and environmental justice, agricultural support businesses, agri-tourism and hospitality businesses, park service, timber industry interests, funders, lenders, and other community-based organizations. The Community Engagement Contact list is here.

The Cultivate Team with assistance from the Core Team will hold two community stakeholder workshops/listening sessions, each strategically focused and timed along points in the timeline to:

- Solicit input on AWLCP goals and objectives, gauge community concerns, and inventory key questions to consider in the Analytical Framework and Gap Assessment, and
- Review of draft plan framework for the AWCLP

Along every point of the process, this outreach and engagement will also provide an opportunity to introduce working lands conservation strategies and build awareness among the community on how working lands viability and vitality fit into the broader set of long-range community goals.

A key component of the EcoMetrics methodology in quantifying and assessing ecosystem service values is stakeholder engagement. Through the Social Value International (SVI)-approved process, EcoMetrics gathers key information from stakeholders to quantify, prioritize, and value benefits. The Cultivate Team will integrate preliminary stakeholder engagement elements within Subtasks 2B and 2C.

SUBTASK 1D. Hold Local and Regional Expert Convenings and Interviews

The Cultivate Team will coordinate and conduct conference calls, one-on-one interviews and/or small virtual meetings with Core Team and key advisors, as well as other stakeholders as advised to solicit input, knowledge, and insights and technical knowledge on the variables that should be considered in the analytical framework including the economic development strategy, education and awareness strategy, prioritization process and the drafting of the AWLCP. The information gained from these convenings and interviews will inform the development and completion of the AWCLP.

SUBTASK 1F. Prepare Outline of Plan Framework for Stakeholder/Community Engagement

To help solicit input from the first stakeholder meetings in Subtasks 1C and 1D, the Cultivate Team will prepare an Outline of the Plan Framework. This document will help communicate the nature of the project to stakeholders by describing the components that will be included in the final document: 1) Purpose 2) Background 3) Action Plan - Establishing an AWLCP Framework and 5) Phasing and Funding. As the project progresses, the outline will be used to guide the contents of the final Plan Framework as well as used for conducting the initial survey (See 3D below).

3.0 Outreach Summary Plan

A. Core Team Meetings (as needed) and One-on-One Meetings (On-going)

In addition to meetings with the Core Team as needed, the Cultivate Team will work closely with a subset of the Core Team and additional key advisors that will assist in identifying relevant stakeholders and synthesizing data, to help create prioritization criteria, and evaluate models and policies. The Core Team and advisors will inform the AWLCP's development throughout the process.

Outreach Objectives:

- Identify issues and interests
- Identify key community and working lands stakeholders to represent community interests in community stakeholder workshops/listening sessions
- Identify other local and regional technical experts to inform the work
- To utilize community resources in informing the Plan so that the Plan comes from the community
- To help the Core Team ask the right questions and make sure we are reaching constituent groups that have been historically underrepresented
- Provide on-going input and feedback on the Plan, mapping, and ecosystem service data collection and prioritization criteria
- Gather information and data from identified local and regional experts on the various efforts informing the AWLCP, including:
    - Quantification and assessment of ecosystem services findings
    - Economic analysis
    - Education and awareness findings
    - Preliminary prioritization criteria
    - Incentive Structure
    - Preliminary strategies for inclusion in AWCLP

Initial Key Advisors:

- Cara Goger, Mariposa Arts Council
- Mikey Goralnik, Mariposa County
- Lexi Ballinger, Sierra Foothill Conservancy
- Lauren Miller, Sierra Foothill Conservancy
- Tony Toso, California Cattlemen's Association
- Irene Vasquez, Southern Sierra Miwuk Nation, NPS

Criteria for Additional Advisors: Additional Advisors may be identified on an on-going basis and should represent a diverse group of leaders and technical experts in the agricultural, timber, tourism, parks service and hospitality, equity, climate, planning and policy and conservation/ ecosystem services fields.

Engagement Method:

- As needed, online meeting with the Core Team. As needed, the Cultivate Team will conduct informal one-on-one or small group meetings with a subset of the Core Team and/or additional Advisors to inform specific components of the AWLCP's development including, quantifying and assessing ecosystem services,

and gathering mapping, economic and community data relevant to informing the drafting of the final strategy.

When:

- As needed with Core Team and as needed with subset of Advisors from Fall 2022 through Spring 2023

B. Confirm Co-Conveners (August 2022)

Objectives:

- To utilize trusted community organizations in informing and helping to develop and send invitations for outreach efforts, data collection and stakeholder inputs.
- To act as a liaison to the larger community, and help to raise awareness about the Project's goals.
- To send invites and host two convenings with both Working Lands Community and Key Community Stakeholders.

When: August 2022

Who: The Cultivate Team recommends that **Sierra Foothill Conservancy,** the **Cattlemen's Association**, and the **Mariposa Arts Council** serve as the ***Community Conveners*** to assist the Cultivate Team in hosting engagement convenings.

C. Identify Working Lands Stakeholders and Key Community Stakeholders (August-September 2022)

The Core Team will assist the Cultivate Team in identifying relevant stakeholders.

Criteria:
Working Lands Stakeholders include members of the farming and ranching community that have a background and an interest in intimately participating in shaping the AWLCP throughout the process.

Key Community Stakeholders include a variety of private and public community interests including; farmworkers of underserved communities; advocacy groups related to equity, housing and/or environmental issues; agricultural support businesses, agri-tourism and hospitality businesses, timber and forestry sector; agricultural educators, funders, lenders; and land trusts, and other community-based organizations. These stakeholders also will have a background and an interest in intimately participating in shaping the AWLCP throughout the process.

D. Kick Off Survey in Conjunction with WLWA Outreach (September 2022)

Survey Objectives:

- Kick off the WLWA and AWLCP to introduce the key community stakeholders as well as the community about the projects and get initial perspectives on how working lands and artists create a sense of community.

Participants:

- Key Working Land and Community Stakeholders (as identified in C above) and Broader Community Stakeholders, identified by the Core Team and Advisors.

Design:

- WLWA team to develop a list of stakeholders for the survey and set up and receive responses. Cultivate Team to help draft questions.

When: Mid-September 2022

E. Fall Convening 2022 - Introductory Workshop #1 (October 2022)

Workshop Objectives:

- Introduce the project to the community and get people excited and engaged in discussing the future of Mariposa's working lands.
- Inform the community about the opportunities of the SALC program and the overall goals of the program.
- Present the Outline of the Plan Framework and draft AWLCP goals and objectives
- Solicit feedback on the Analytical Framework
- Gauge community concerns
- Frame up the conversation regarding the key questions the community wants answered.and conversations around agricultural, threats, opportunities.
- Get stakeholders familiar with the ecosystem services assessment and prioritization work and how that will inform the process going forward.

Attendees:

- Co-conveners (Hosts)
- Core Team
- Working Lands and Key Community stakeholder members identified by co-conveners, Advisory Group and Cultivate Team

Design:

- Develop a project flyer as a part of the stakeholder invite to explain the goals of the project, present a short outline of the Plan Framework, and present questions to stakeholders to prepare them for the stakeholder workshop.
- 2 hour Zoom meeting with facilitated breakout sessions (one for working lands stakeholders and one for the key community stakeholders) and 10 minute break. The Co-conveners can host in person meetings at their offices for those who would rather meet in person.

When: Late October 2022

F. Stakeholder Engagement for Quantification and Assessment of Ecosystem Services (on-going)

Outreach Objectives:

- To learn from relevant stakeholder what impacts (benefits or negative) they expect from anticipated changes
- To get a sense of how they perceive these changes in terms of: relation to current state, magnitude, frequency, and degree of impact
- To provide insight, if they wish, on the perceived value of the impact

Attendees/Interviews:

- Reasonable and practical representation from key stakeholder groups

- (EcoMetrics LLC will review lists of stakeholders identified in Task 1C and note if any necessary stakeholder groups are missing)

Engagement Method:

- A series of set questions asked by the EcoMetrics team (in person, virtual, or phone)
- Questionnaire to rank current benefits and expected benefits using a scaling system (can be done in person at convening or via email)

When:

- Ideally to be done in conjunction with all other convenings and outreach (Tasks 1C and 1D).
- One-on-one outreach can be done during and around the convenings

G. Spring Convening/WLWA Dinner 2023 - Workshop #2 (April-May 2023)

Workshop Objectives:

- Solicit input on:
  - Quantification and assessment of ecosystem services findings
  - Economic analysis
  - Education and awareness findings
  - Preliminary prioritization criteria
  - Preliminary strategies for inclusion in AWLCP

Attendees:

- Co-conveners (Hosts)
- Core Team
- Working Lands and Key Community stakeholder members identified by co-conveners, Advisory Group and Cultivate Team.

Design:

- In-person workshop, integrated with WLWA dinner outreach event

When: April-May 2023

Appendix D. Project Stakeholders and Outreach & Engagement Plan

Core Project Team

The following Core Project Team served to identify local and regional experts and other relevant stakeholders, synthesize data, share informational resources, review background reports, and evaluate draft strategies and models.

Buz	Arnold	Future Farmers of America Advisor
Melinda	Barrett	Mariposa County Resource Conservation District, Executive Director
Kaitlyn	Casner	Mariposa County Planning Department, Planner II
Steve	Engfer	Mariposa County Planning Department, Director
Cara	Goger	Mariposa County Arts Council, Executive Director
Mikey	Goralnik	Mariposa County Planning Department, Senior Community Design and Development Planner
Hannah	Harrison	Mariposa County Planning Department, Climate Action Corps Fellow
Fadzayi	Mashiri	UCCE Mariposa County Director and Livestock and Natural Resource Advisor
Lauren	Miller	Sierra Foothill Conservancy, Conservation Director
Monica	Nielsen	Mariposa County Agricultural Commissioner
Ben	Ogren	Mariposa County Planning Department, Senior GIS Specialist
Tara	Schiff	Mariposa County, Economic Development Specialist
Tony	Toso	California Cattlemen's Association, President

Community Stakeholders

The following Community Stakeholders were invited to attend and represent community interests in community stakeholder workshops, listening sessions, and in-person and/or phone meetings.

CORE PROJECT TEAM

The following Core Project Team served to identify local and regional experts and other relevant stakeholders, synthesize data, share informational resources, review background reports, and evaluate draft strategies and models.

NAME FIRST	NAME LAST	AFFILIATION
Buz	Arnold	Future Farmers of America Advisor
Melinda	Barrett	Mariposa County Resource Conservation District, Executive Director
Kaitlyn	Casner	Mariposa County Planning Department, Planner II
Steve	Engfer	Mariposa County Planning Department, Director
Cara	Goger	Mariposa County Arts Council, Executive Director
Mikey	Goralnik	Mariposa County Planning Department, Senior Community Design and Development Planner
Hannah	Harrison	Mariposa County Planning Department, Climate Action Corps Fellow
Fadzayi	Mashiri	UCCE Mariposa County Director and Livestock and Natural Resource Advisor
Lauren	Miller	Sierra Foothill Conservancy, Conservation Director
Monica	Nielsen	Mariposa County Agricultural Commissioner
Ben	Ogren	Mariposa County Planning Department, Senior GIS Specialist
Tara	Schiff	Mariposa County, Economic Development Specialist
Tony	Toso	California Cattlemen's Association, President

COMMUNITY STAKEHOLDERS

The following Community Stakeholders were invited to attend and represent community interests in community stakeholder workshops, listening sessions, and in-person and/or phone meetings.

NAME FIRST	NAME LAST	AFFILIATION
Jackie	Baxton	Hunters Valley rancher
Lexi	Ballinger	Formerly at Sierra Foothill Conservancy
Heather	Bernikoff	Indigenous Yaqui ranch owner
Janet	Bibby	Past BOS, cattle rancher
Diane	Bohna	Rancher
Brian	Bullis	Mariposa County Fair Board
Mike	Carter	Forest/ranch manager/owner
Kris	Casto	Casto Winery/Vineyards
Don and Kim	Costa	Costa Livos
Megan and Eric	Erikson	Erickson Ranch and Hornitos Beef
Jonathan	Farrington	CEO & Executive Director, Yosemite Mariposa County Tourism Bureau
Bridget	Fithian	Sierra Foothill Conservancy, Executive Director
Wayne	Forsythe	Current BOS/Retired FFA Teacher, Retired Rancher
Jesse	Fouch	Happy Goat Farm and Fouch Family Farm
Tara	Fouch-Moore	Southern Sierra Miwuk Nation and American Indian Council of Mariposa County
Jazzmyn	Gegere	Southern Sierra Miwuk Nation
Elnora	George	Retired Hospital Admin, Ranch, Farm Bureau, CCA
Andrew and Lauren	Gliken	Raw Roots
David	Greenwood	BLM (Merced River)
Dawn	Huson	Big Table Ranch (Coyote Fest)
Carla	Kelly	Kelly Ranch
Kari	Kisela	Chamber of Commerce
Brian	Mattos	Madera-Mariposa-Merced Unit Forester, Cal Fire
David	Mecchi	RCD President, Forest Landowner/Manager
Len	Nielsen	Cal Fire Tribal Liaison (re forest products, tribal relations)
Brenda	Ostrom	Brenda's Tomatoes & Poultry
Sue	Overstreet	Sierra Foothill Conservancy Board Member, Silver Hikers Club of Mariposa
Beth	Pratt	National Wildlife Federation
Nate and Rosalyn	Pyle	The Grove House
Leslie	Rauch	Rauch Winery/Vineyards
Tom	Ritter	Creekside Nursery & Mariposa Feed
Clay	River	Mariposa Arts Council
Fred	Rodenhuis	Grazing/Forest Landowner/Entrepreneur
Glen	Rothell	Rotary, retired NPS, Lions Club, SFC Volunteer
Scott	Roycroft	Better Place Forests
Mark	Scott	Forest Landowner/Manager
Karen/Marvin	Silver	Silver Vineyard
Jen	Taylor	Regional large animal vet, cattlewomen
David and Dana	Tiel	Sierra Cider
Danette	Toso	Mariposa County Farm Bureau/Rancher/Current BOS
Jarrod	Twiss	Ranch Fence, Lion's Club
Kelly	Williams	Grupe Ranch
Irene	Vasquez	National Park Service, Cultural Ecologist

APPENDIX E.

Agricultural Conservation Policy & Land Conservation Assessment for Mariposa County, April 2023

AWLCP

Agricultural Conservation Policy & Land Conservation Assessment for Mariposa County

April 2023

In reviewing the County's policy documents, the Cultivate Team identified strategies and tools to *"to protect and preserve agriculture for Mariposa County's future."* and that support the statement that *"Agriculture contributes to the County's economic and social sustainability and is a major aspect of the County's rural character, "* as described in the Guiding Principles of the General Plan, adopted in 2006.

To assess whether the County has adopted a balanced set of strategies and tools to implement its policies, Cultivate applied a framework to assess whether the Counties policies support the following agricultural preservation efforts:

1) Avoid development and maintain the agricultural landscape
2) Minimize farmland loss with more efficient development
3) Mitigate the loss of farmland with conservation easements
4) Encourage a favorable agricultural business climate
5) Maintain and enhance natural capital.

Cultivate used this framework as a guide to inventory the strategies and tools found in the General Plan and based on stakeholder holder outreach and findings from the ecosystem services assessment, economic development strategy, and education and awareness strategy, the team will determine the need for updates to existing policies or new policies and programs to support new objectives.

In addition, Cultivate identified several community efforts and related reports that support land conservation efforts. These are listed below as references.

Existing Policies and Implementation Measures Relating to Agricultural Conservation in Mariposa County

1. Avoid Development & Maintain the Agricultural Landscape		
Document	***Goal/Policy/Program***	**Details**
General Plan - Land Use Element (2006)	*Planning Study Areas*	The General Plan creates the land use classification “planning area.” Planning areas identify “towns,” “communities,” and “special” planning areas. Town planning areas represent the rural scale "urban" development centers for the County. “Effective design review guidelines created for planning areas can ensure rural character is maintained, even with higher densities and commercial and industrial uses.”
General Plan - Land Use Element (2006)	*Goal 5–5: Designate land areas to maintain the County’s agricultural/working landscape.*	Implementation Measure 5-5a(1): The Land Use element shall identify lands within which the economic uses for the production, extraction, or harvesting of food, fiber and timber shall be the primary purpose.
General Plan - Land Use Element (2006)	*Goal 5-9: Maintain rural densities for residential development outside planning areas.*	Implementation Measure 5-9a(1): Outside Planning Areas, the maximum allowable density for residential development shall be one dwelling unit per five acres.
General Plan - Agricultural Element (2006)	*Goal 10-2: Avoid loss of agriculture lands in the Agriculture/Working Landscape land use classification to maintain rural character.*	No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area or Natural Resource land use classification unless the Board of Supervisors adopts all of the following findings (see page 5-14 in GP)
General Plan - Agricultural Element (2006)	*Goal 10-6: Preserve agriculture lands to maintain County character.*	Implementation Measure 10-6a(1): Prohibit the construction of residences on parcels that are subject to a Williamson Act contract unless they comply with the terms of a Williamson Act contract. Implementation Measure 10-6a(2): Review enforcement of Williamson Act provisions requiring onsite residents to be actively performing qualifying agricultural activities on all contracted property.

2. Minimize agricultural land loss with more efficient development		
General Plan - Land Use Element (2006)	*Goal 5–2: Create land use density and development patterns to manage growth in patterns avoiding sprawl.*	Implementation Measure 5-2a(1): Development shall grow outward from Planning Areas and Residential Areas with available services. Implementation Measure 5-2a(2): Establish land development regulations defining permitted uses and establishing standards for close-to-services development. Implementation Measure 5-2a(3): The County shall make findings that the development will not result in premature urbanization of the Planning Study Areas.
3. Mitigate the loss of farmland with conservation easements		
General Plan - Agricultural Element (2006)	*None*	Section 10.1.04 MAINTAINING THE RURAL CHARACTER OF THE COUNTY: "There are effective programs to assist agricultural business owners in preserving their land. Some property owners have sold development rights creating "conservation easements." The Sierra Foothill Conservancy, the California Rangeland Trust, and the recently-formed Sierra Nevada Conservancy are among the organizations that assist owners in establishing conservation easements."
Board of Supervisors Resolution 10-150	*Williamson Act*	LCA 20-year contracts with automatic annual renewal
4. Encourage a favorable agricultural business climate		
General Plan - Agricultural Element (2006)	*Goal 10-1: Create a support staff for agriculture providing assistance and innovation for agricultural activities.*	Includes roles for Ag Commissioner, Ag Advisory Committee, and Mariposa Unified School District.

General Plan - Agricultural Element (2006)	*Goal 10-2: Avoid loss of agriculture lands in the Agriculture/Working Landscape land use classification to maintain rural character.*	Areas of the General Plan classified as Agriculture/Working Landscape and proposed for reclassification to a Residential, Planning Area, or Natural Resource land use classification will be reviewed against the following criteria. No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area or Natural Resource land use classification unless the Board of Supervisors adopts all of the [a set] findings (see policy). Ongoing review standard.
General Plan - Agricultural Element (2006)	*Goal 10-3: Preserve agricultural economic viability to the greatest extent possible.*	*Policy 10-3a: Collaborate with the Mariposa County Farm Bureau, agricultural interests, institutions, agencies, and groups to devise strategies defining resource stewardship.* Implementation Measure 10-3a(1): The Agriculture Commissioner and Agricultural Advisory Committee should create a document identifying successful practices used in the County. *Policy 10-3b: Maintain our agricultural resources to diversify the local economy.* Implementation Measure 10-3b(1): Develop and implement a program cataloging sources of funding and resources providing technical and economic assistance for agriculture stewardship.
General Plan - Agricultural Element (2006)	*Goal 10-4: Preserve heritage crop varieties.*	Implementation Measure: 10-4a(1): The agricultural resources program should include support for identifying a market for heritage crop varieties.
General Plan - Agricultural Element (2006)	*Goal 10-5: Encourage the expansion of the agricultural economy.*	Implementation Measure 10-5a(1): Accommodate agritourism uses through changes in Agriculture zones Implementation Measure 10-5b(1): The Economic Development Strategic Plan should include strategies for agritourism. Implementation Measure 10-5b(2): Coordinate with the private sector to implement an economic development strategy for agriculture.

General Plan Strategic Implementation Work Plan (2018)	*Task 4.5 Agricultural Best Practices Program*	Prepare a manual or similar document identifying successful agricultural practices used in the county. Develop and implement a program describing funding sources for agricultural technical and economic assistance. Include support for identifying a market for heritage crop varieties. Lead departments: Agricultural Commissioner, Planning
General Plan Strategic Implementation Work Plan (2018)	*Task 1.5 Zoning Ordinance Updates*	Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts.
Economic Vitality Strategy (2017)	*Action 1.2.3: Continue to work with community partners and stakeholders to develop additional Tourist Attractions, Events, and Activities*	*Action Step: Expand and promote the agriculture and agri-tourism sectors (see page 9)* - Explore opportunities to expand Agri-Tourism - Investigate and adopt Agri-Tourism Best Practices - Adopt a Farm-to-Fork Program - Organize, promote, and sponsor Agriculture Festivals and Events - Develop an Agri-Tourism Marketing Campaign
Economic Vitality Strategy (2017)	*Action 2.1.1: Launch a Cluster Initiative*	*Action Step: Provide farmers with information about Value-Added Agriculture (see page 13)* - Explore opportunities to attract a local Wholesale Distribution Operation
Economic Vitality Strategy (2017)	*Action 3.1.1: Establish a Business Assistance Program for local businesses to help them succeed and thrive.*	*Adopt a Local Vendor Preference Purchasing Policy for the public purchase of goods and/or services, to give some preference to local businesses.*

Right to Agricultural Activity, County Code 18.04	Right to Agricultural Activity Ordinance	See ordinance.
5. Maintain and enhance natural capital		
Document	***Goal/Policy/Program***	**Details**
General Plan Strategic Implementation Work Plan (2018)	*Task 3.1 Greenhouse Gas Reduction Program*	Ensure that the plan considers both the emissions impacts and the sequestration benefits of forests and agriculture.
General Plan Strategic Implementation Work Plan (2018)	*Establish a Mariposa County Environmental Conservation Program comprising development standards and ongoing programs to conserve, protect, and mitigate impacts to the following resources: Agricultural, Biological, Mineral, and Water*	For agriculture: Maintain a program for agricultural invasive species eradication

	Terra Count tool	GOALS FOR DATA GENERATED TerraCount will significantly advance the county's efforts to quantify available carbon stocks and greenhouse gas emissions and provide data to implement the following key tasks in the General Plan Strategic Implementation year 2, 3, and 4: • Task 2.4: Environmental Conservation Program • Task 3.1: Greenhouse Gas Reduction (GHG) Program • Task 4.5 Agricultural Best Practices Program Another goal for this tool is to assist other ongoing programs, such as implementation of the IRWM (Integrated Regional Water Management) Plan, and the Mariposa County Fire Advisory Committee's Community Conservation and Wildfire Protection Plan (CCWPP) by enhancing available County GIS and core data
Other County Policy and Planning		
General Plan Strategic Implementation Work Plan (2018)	*General Plan Technical Update*	Prepare existing conditions report…Complete remaining technical updates to the following General Plan Elements: Administration, Land Use, Economic Development, Arts and Culture, Circulation-Infrastructure-Services, Agriculture, Conservation and Open Space, Local Recreation, Regional Tourism, Historic and Cultural Resources, Noise.
Greenhouse and Storage Buildings (handout)	*Mariposa County prohibits ALL commercial activities associated with medical and recreational marijuana, including growing, processing and sale.*	Similarly, industrial hemp is not permitted in the county or state at this time. Mariposa County has an active code compliance program for prohibited activities associated with marijuana.
Agricultural Advisory Committee		PURPOSE: A) Advise and provide recommendations on agricultural issues associated with the General Plan and zoning, including requests for General Plan and Zoning Ordinance or map amendments involving

		agricultural lands and issues; B) Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) Contracts, applications for cancellation of Williamson Act (Land Conservation Act) Contracts, and non-renewal of Williamson Act (Land Conservation Act) Contracts; C) Review and provide recommendations on policies for implementation of the Williamson Act (Land Conservation Act) in Mariposa County; and D) Provide recommendations to the Board of Supervisors on matters of importance to the agricultural community and agricultural industry
Mariposa GP Technical Background Report		Short background on ag, as of 2006
Other Reports to Reference:		
Evaluating Ecosystem Services, Values and Return on Investment of Conservation Easements held by the California Rangeland Trust	n/a n/a	Report estimates the value of ecosystem services provided by 56 conserved ranches and calculates the return on investment of the Rangeland Trust's conservation easements. Not specific to Mariposa.
Sierra Nevada Conservancy Strategic Plan	*Permanently protect high-benefit lands that are threatened with conversion, represent unique natural characteristics, or are critical for resilience to climate*	Strategy 1: Assess the land conservation priorities of other agencies and partners, climate vulnerability assessments and existing funding programs to identify the highest priority SNC activities to support strategic land conservation. Strategy 2: Distribute available funds, according to their criteria, in a

	change.	timely and strategic manner to realize maximum positive benefit. Strategy 3: Advocate for and secure increased funding for strategic land conservation in the Region, including funding for the SNC and other agencies and organizations. Strategy 4: Work with land trusts and other conservation partners to design and test climate-smart approaches to private land conservation, including conservation easement agreements with provisions allowing for active management and ecological restoration, multi-benefit management plans, and long term ecological monitoring programs to evaluate success. Strategy 5: Work with SNC County Board members to identify opportunities to improve the cooperation and consultation process and explore utilization of land use planning tools for conservation purposes.
Sierra Cascade Strategic Conservation Action Plan (Sierra Cascade Land Trust Council)	The goals for the overall strategic planning process are to: - Make the case for more conservation funding to protect the unique resources of the Sierra Cascade region - Create a shared vision for conservation that is compelling, flexible, and adaptable - Develop a plan that helps direct conservation investments as effectively as possible - Build stronger partnerships to foster collaborative conservation	See web tool: https://sierracascadeconservation.org/scapmap/

APPENDIX F.

Key Findings, Trends and Quotes from Fall 2023 Survey, February 2023

AWLCP

Mariposa Ag and Working Landscape Conservation Plan

Survey Key Findings, Trends, and Quotes
February 2, 2023

*Do you think Mariposa County's working lands significantly contribute to the *local economy*?*

- Contribution(s) of working lands are a part of the overall local economy, significantly overshadowed by the reliance of the tourism economy.
- Ecosystem services benefits are recognized as a key feature of what Mariposa County working lands have to offer.
- Cattle grazing is important to the County's economy and also serves to reduce wildfire fuel. Local meat processing facility would decrease the costs and allow ranchers to sell directly to their community.
- Mariposa's working lands and agriculture represent a historic way of life and a strong cultural asset that is deeply woven into the community and economy.
- There is room for growth in local farms that provide food to the local community. Farmers Market, plants sales, home vegetable gardens, cows and goats, eggs.
- The aesthetic beauty of Mariposa's working lands and the sense of place that they create is a draw for visitors and tourists.
- Specialized work to maintain and restore timberlands is still generating local economic activity. Logging and mining are not reaching their potential.

<u>Informative Quotes</u>

"Mariposa has to be about more than tourism. The health of the surrounding land has to be equally or more important."

"*Though it doesn't seem like agricultural/working lands are at the forefront of Mariposa's local economy (in the same way tourism is, for example) it does feel like a long-standing foundational component of our historic industry and is a significant component in public attitude and understanding of place, which contributes vicariously to local economy."*

"Although tourism is considered the top contributor to the local economy, I think that agriculture is deeply woven into the cultural fabric of our community and contributes in multiple ways to the economic development of the County. I think it should be expanded upon in terms of outreach and promotion!"

"NRCS brings millions of dollars annually of funding to local community members who hire contractors to help with land management. All of this money remains in the county."

*Do you think Mariposa County's working lands significantly contribute to *our environment*?*

- Working landscape can contribute in both positive and negative ways. Working lands management can be extractive, or managed in a sustainable way that create ecosystem service benefits such as carbon sequestration, fire prevention, vegetative management, clean water, protection of endangered species and their habitat.
- There is a need for education on conservation land management practices and to influence public attitudes towards understanding the benefits.

Informative Quotes:
"*The more people who work on and with the land recognize its value, prioritize its health, and practice and teach [generational] stewardship. This potentially influences our public attitude toward environmental sustainability and conservation as an issue that is both relevant, active and a high shared priority for protection.*"

*Do you think Mariposa County's working lands are a significant part of our *local identity*?*

- Mariposa County is at a transition point. Many people value the rural environment, however, the fact that the County had a significant workforce housing deficit cannot be overlooked.
- The farming and ranching identity is strong, but diversification is needed (e.g. timber, wineries, etc)
- Other kinds of local identity may come from less recognized, but just as a relevant community groups like Latinx agricultural workers in the Central Valley which borders Mariposa.
- Working lands need to be elevated for the economic and cultural role they have as they can contribute to strengthening Mariposa as place.

Quotes:
"There is a deep-rooted generational component of agriculture that few industries hold as distinctly. It is a historically human lifestyle; a culture; a social network. We are inexorably linked to lands and living in a rural community where we are either in the ag landscapes, adjacent to them, or connected to people who work them, we are held witness to their activity, abundance and distress to some degree at all times."

"Many people in our community are directly, or indirectly connected to working lands and come from families that have been connected for a few generations."

"We can't just be the county Yosemite is located in - we've got to have more than that."

"We are a rural County with all of those rural values and traditions, particularly those of community. Ranching and farming are woven into the fabric of Mariposa County's identity, now and in the future. FFA and 4H are integral components of that fabric."

"Many Mariposans feel a deep connection to traditional agricultural lifeways, both from colonial and Indigenous perspectives. These practices and lifestyles are important parts of Mariposa County's history AND PRESENT--many still practice and manifest these traditions, so they are a significant component of our sense of place."

*Do you think there are any *other benefits* of our working lands?*

- Employment opportunities, direct and indirect
- Sense of pride
- Education
- Protected viewshed of the Sierras
- Connection to community and each other
- Vegetation management by contract goats
- Organic produce - on farm, CSA, and Certified Farmers Market
- Apiary sites - honey and pollination
- Rural lifestyle
- Mental health
- Fire mitigation
- Working lands should be supported to build corridors of protected habitat and native plants across the county. This could be in the form of hedgerows of native bushes, shrubs and trees, landscapes of native grasses and pollinator plants. These would attract pollinators, birds and other beneficials. This could be a unique, beautiful and beneficial aspect of working landscapes in Mariposa - something we could be known for and lead the way forward!
- Preservation of Indigenous sacred and historic sites as well as preservation of First Foods that are in the landscape that would be disrupted by Dominant Culture Agriculture.

"*We feed the world and maintain habitat and ecosystems for the community and world to enjoy. It is our heritage and responsibility that we take pride in trying to be better today, than we were yesterday."*

"If we are able to incentive more sustainable, regenerative agriculture practices on these lands we could then start to really make a difference with climate change. Our farm is sequestering more and more carbon every year by not tilling our rows. If more lands did this and practiced other similar regenerative farming practices we could sequester so much more (and also keep our ecosystems in balance at the same time.)"

AWLCP



Mariposa AWLCP DRAFT

Board of Supervisors
August 15, 2023



What is SALC anyway?

- *The Sustainable Agricultural Lands Conservation Program utilizes Cap-and-Trade proceeds to assist local agencies in developing robust working lands preservation plans and policies.*

- *SALC Planning Grants provide resources to communities to develop long-range visions for their working lands economy and determine effective ways to ensure its future viability.*

- *The SALC planning approach brings together multiple stakeholder groups to envision a viable working lands economy alongside other pressing inter-related community goals.*

Plan Development

*The **Working Lands Conservation Plan** development includes four main components that inform the final Action Plan:*

- *ECOSYSTEM SERVICES/ ENVIRONMENTAL & NATURAL RESOURCE VALUES ASSESSMENT*
- *AGRICULTURAL ECONOMIC DEVELOPMENT STRATEGY*
- *EDUCATION AND AWARENESS STRATEGY*
- *LAND USE POLICY ASSESSMENT*



Mariposa Working Lands Conservation Plan

DESIRED OUTCOMES

QUANTIFY

To understand the contributions that the County's working lands currently make, and could make, to our economic and ecological future

PROMOTE

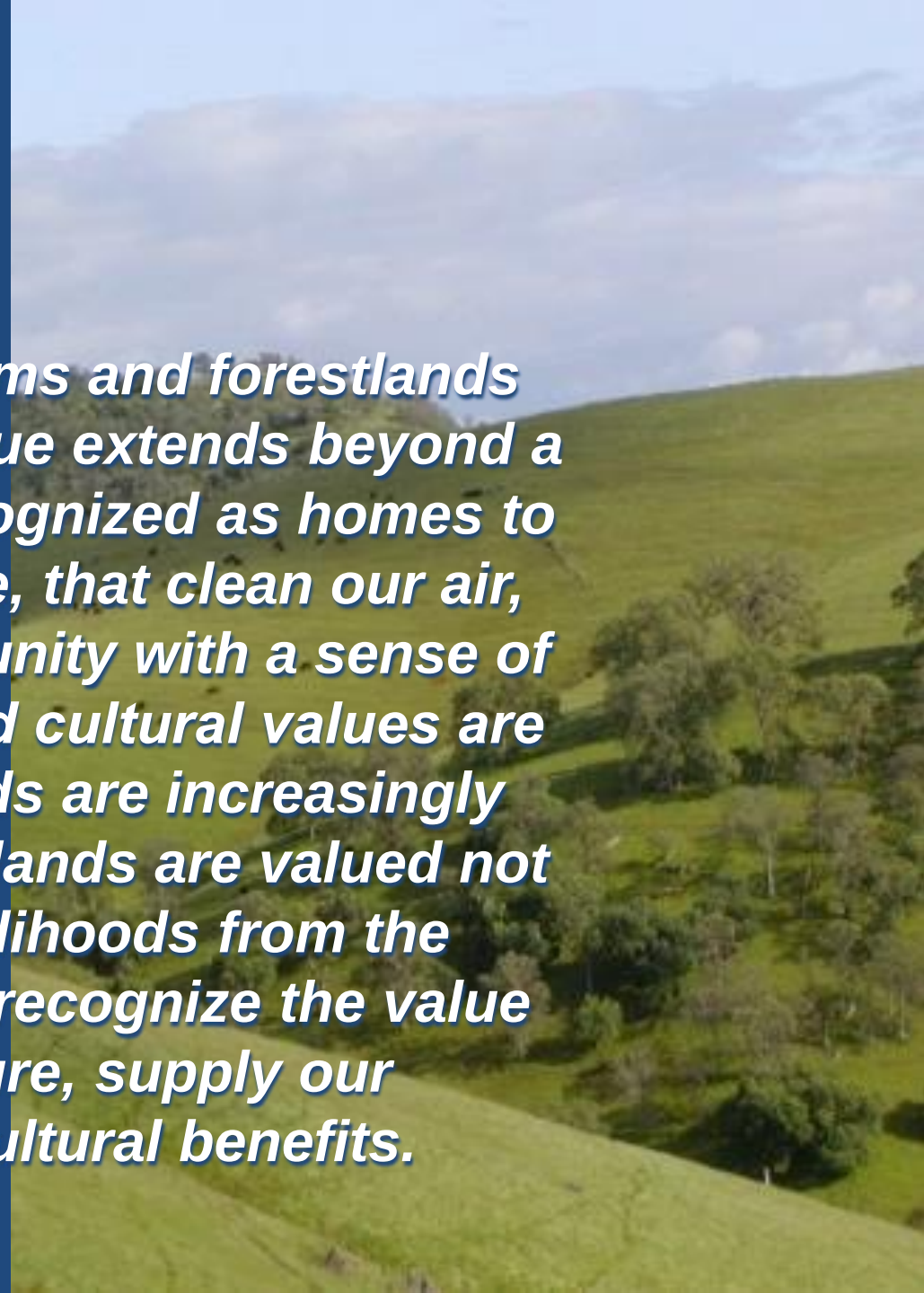
To provide strategic direction for investment in working lands as a long term cultural, social and economic resource

AVOID

To reduce future greenhouse gas emissions through the protection of working lands

What do we mean by “Working Lands”?...

They are the rangelands, ranches, farms and forestlands used to support livelihoods. Their value extends beyond a dollar amount. Working lands are recognized as homes to wildlife, areas that protect open space, that clean our air, provide our food and the local community with a sense of place. These “extra” conservation and cultural values are growing in importance as the wildlands are increasingly threatened and fragmented. Working lands are valued not only by the people who earn their livelihoods from the land, but also from communities that recognize the value of working landscapes to protect nature, supply our food, and the numerous social and cultural benefits.



STEPS

Background Work, Plan Assessments.
Created the first Draft – (Core Team and Community partners and Citizens)
Continue to hone strategies with community

*Distributed Draft #1 of **Working Lands Conservation Plan** for comment*

April – June
DONE!

Receive comments on Draft #1 and update for Draft #2

Distribute Draft #2 for review and comment

June – July

Transitioning to Next step

Receive comments on Draft #2 and update

Distribute Final Draft for adoption

July- September

Current Step

STEPS

Continue to hone strategies with community

Draft #2 of ***Working Lands Conservation Plan*** *for comment Public Engagement*

August- October

Fold in community engagement input for creation of Draft #3

Distribute Draft #3 for review and comment

September- November

Final Comments on Draft #3- With Core Team

Agricultural Advisory Committee, Planning Commission and Boar d of Supervisors Distribute

November Early December- Final Step



Feedback



Guidance for Feedback

Questions to consider when reviewing the A/WLCP:

- Any key strategies missing?
- What additional partners come to mind for each strategy, and/or what partners are in the wrong place?
- What additional or revised actions could you suggest for each strategy?
- What additional resources or case studies would be helpful to cite?

Guidance for Feedback – Follow Up

Today's minutes and recording will be provided to Staff including project Core Team

Feedback may be submitted individually to:

Hannah Harrison

Hharrison@mariposacounty.org

Or reach out to Planning staff for additional information!

Thank you!

MARIPOSA COUNTY

Board of Supervisors

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive a Presentation on the Enterprise Resource Planning (ERP) System in Oracle

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on the Enterprise Resource Planning (ERP) System in Oracle.

It has been two years since Mariposa County went live in the new ERP system and the Board and public are due for an update on progress and plans for the system.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 20-234: Approve Enterprise Resource Planning ERP Contract with Graviton Consulting and Oracle

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested

FINANCIAL IMPACT

None

ATTACHMENTS

1. **ERP Presentation 8.15.23**

ERP Enterprise Resource Management System

August 15, 2023

Agenda

- Context
  - Status
  - Support
  - Benefits

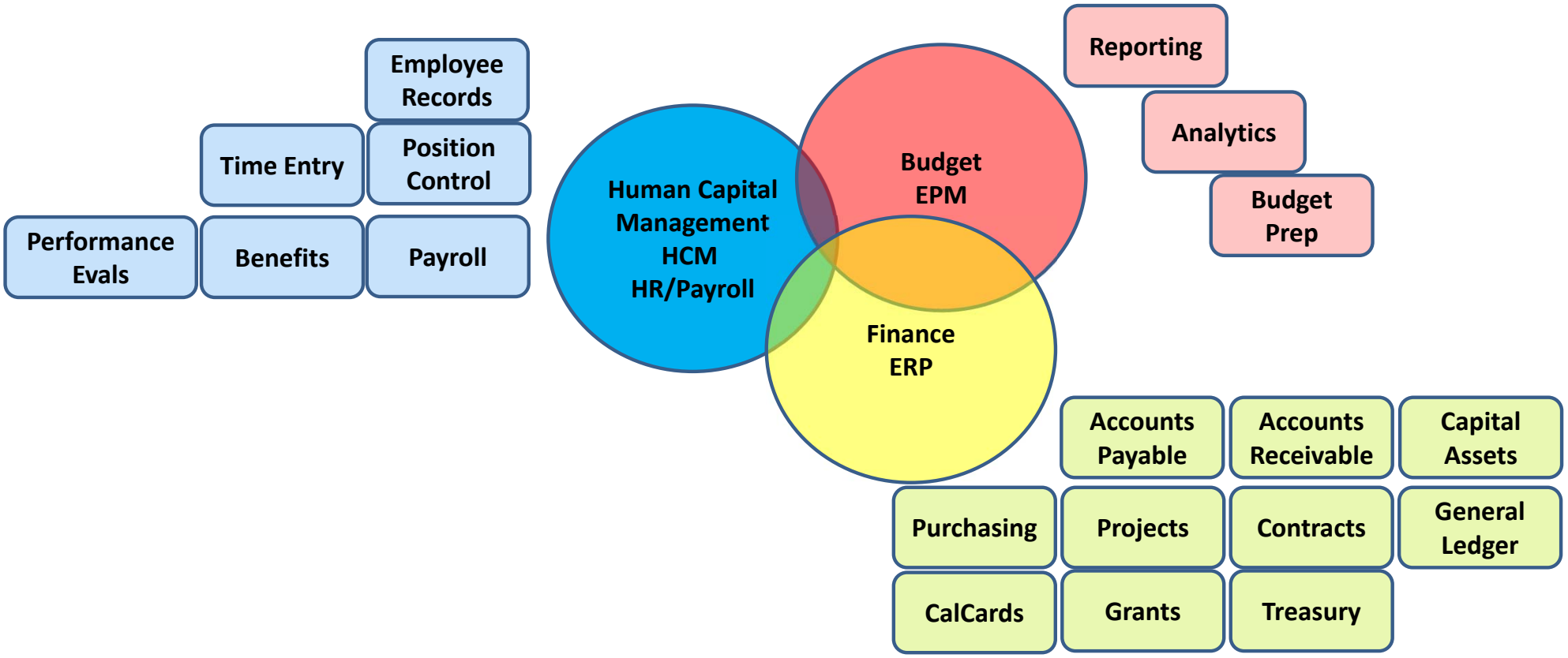


Project Goals of The Enterprise

- Streamline, simplify, and standardize business processes
- Focus data on "one version of the truth" - integrate or eliminate redundant systems
- Enhance working relationships with staff and community through accessibility and accuracy of information
- Inform decisions with data analysis
- Ultimately improve the quality and quantity of community services we provide



Project Scope



Mariposa County Enterprise Project is Ambitious

- Mariposa County (600 employees) spent $1.7M on Oracle HCM, ERP, EPM – 18 months
- Grant County (700 employees) $2.7M on Oracle ERP, HCM, EPM - 18months
- Stanislaus County (4,500 employees) - $3M on Oracle ERP – 18 months
- City of Lincoln (3,000 employees) - $6M on Oracle HCM – 24 months
- Weber County (1,300 employees) - $1M on Oracle HCM – 9 months

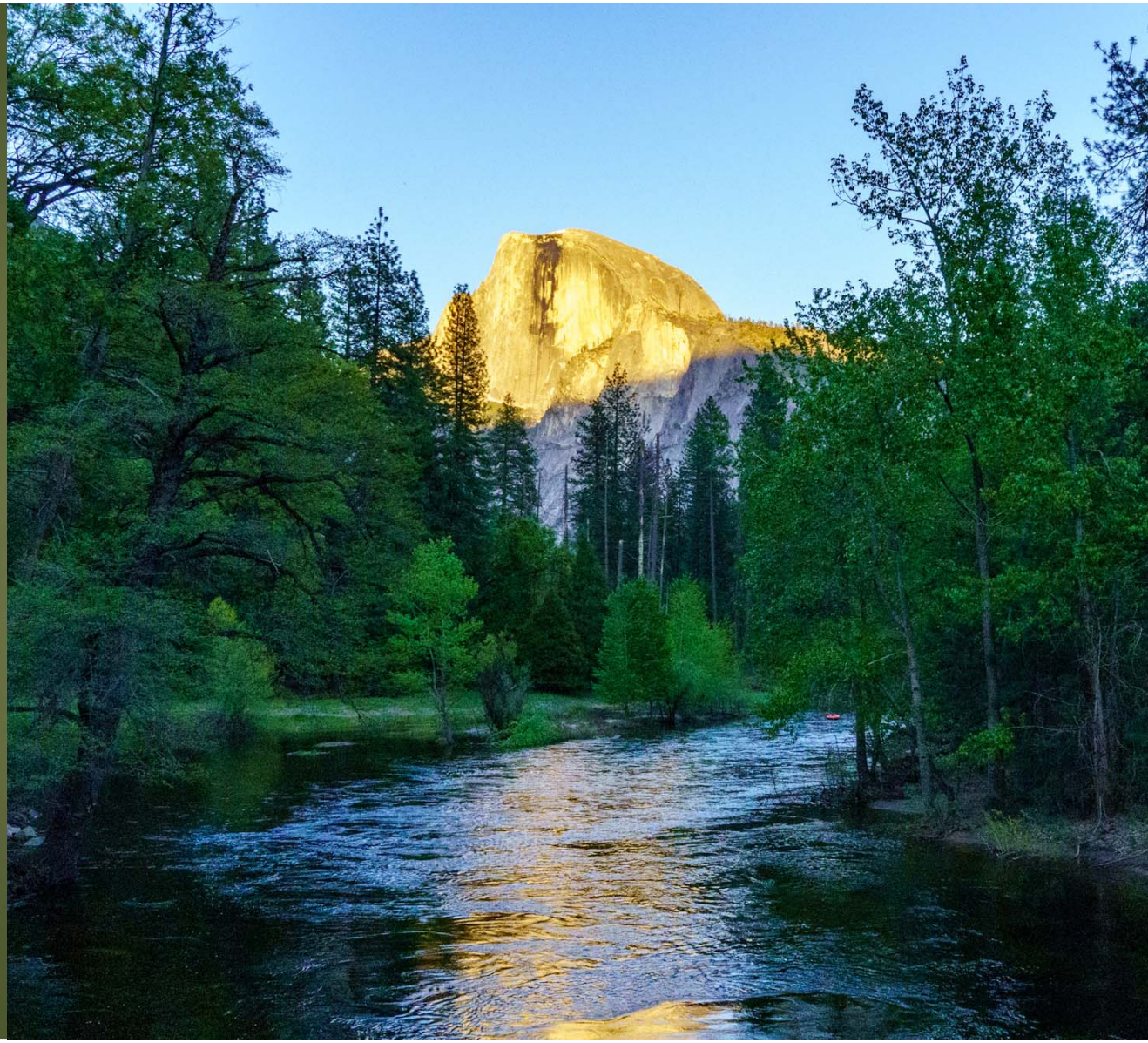
Agenda

- Context
- **Status**
- Support
- Benefits



Live Implemented Functions

- Budgeting / Forecasting
- Reporting
- Analysis
- Supplier management
- Contract management
- Accounts Payable
- Invoice Processing
- Purchase Orders
- Budgetary Control
- Projects and Grants
- Time Entry
- Payroll
- Performance Management
- Employee Self Service
- Benefits Management
- Fixed Assets
- Balance Sheet





Upcoming Implementations

- Accounts Receivable
- Data integration with Tyler Technologies and Megabyte
- Public information portal from Oracle to the website

CONTINUOUS IMPROVEMENT

- Existing module process enhancements
- Training
- User management

Managed Services	Qtr1	Qtr2	Qtr3	Qtr4	Total
Accounts Payable	26	13	34	3	75
Accounts Receivable		12	2	2	16
Benefits	128	64	33	68	292
Budget	80	119	13	11	222
Contracts	23	32			55
Core HR	53	16	21	19	109
Fixed Assets	15	9	3	5	32
General Ledger	2	1	6	9	17
Payroll/Time Entry	96	123	47	71	337
Procurement	3	6			9
Project Costing	5	1	31	30	66
Total	**429**	**394**	**188**	**217**	**1229**

Managed Services Hours / Module FY23

Agenda

- Context
- Status
- **Support**
- Benefits



Graviton Consultants

- Common in industry – the manufacturer of the software is used for break/fix issues but not for complex configuration changes
- Graviton is US-based and is a smaller organization – Mariposa County was a demonstration project, so Graviton is invested in our success
- Graviton staff know Mariposa and know the Mariposa Enterprise system
- Experts in accounts payable, accounts receivable, general accounting, budgeting, payroll, time entry, human capital management, contract management, SQL report building, etc.
- 80 hours / month

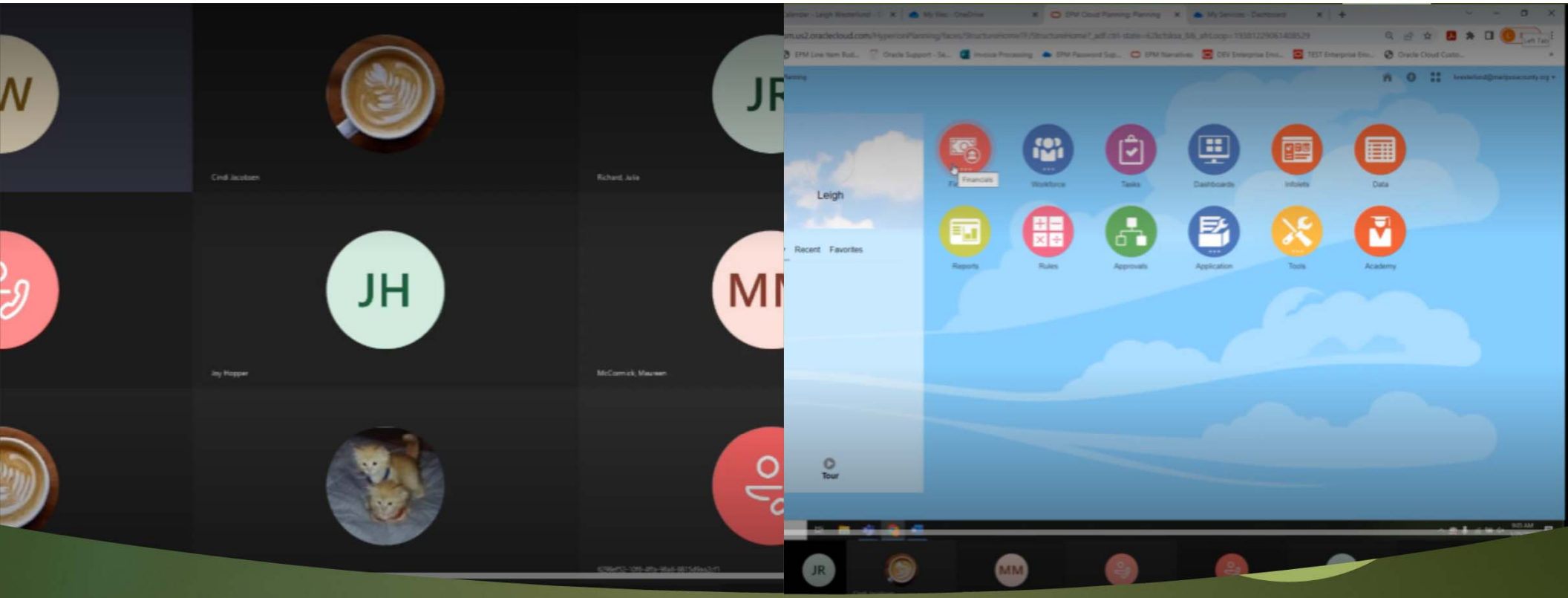
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Managed Services Hours / Module FY23

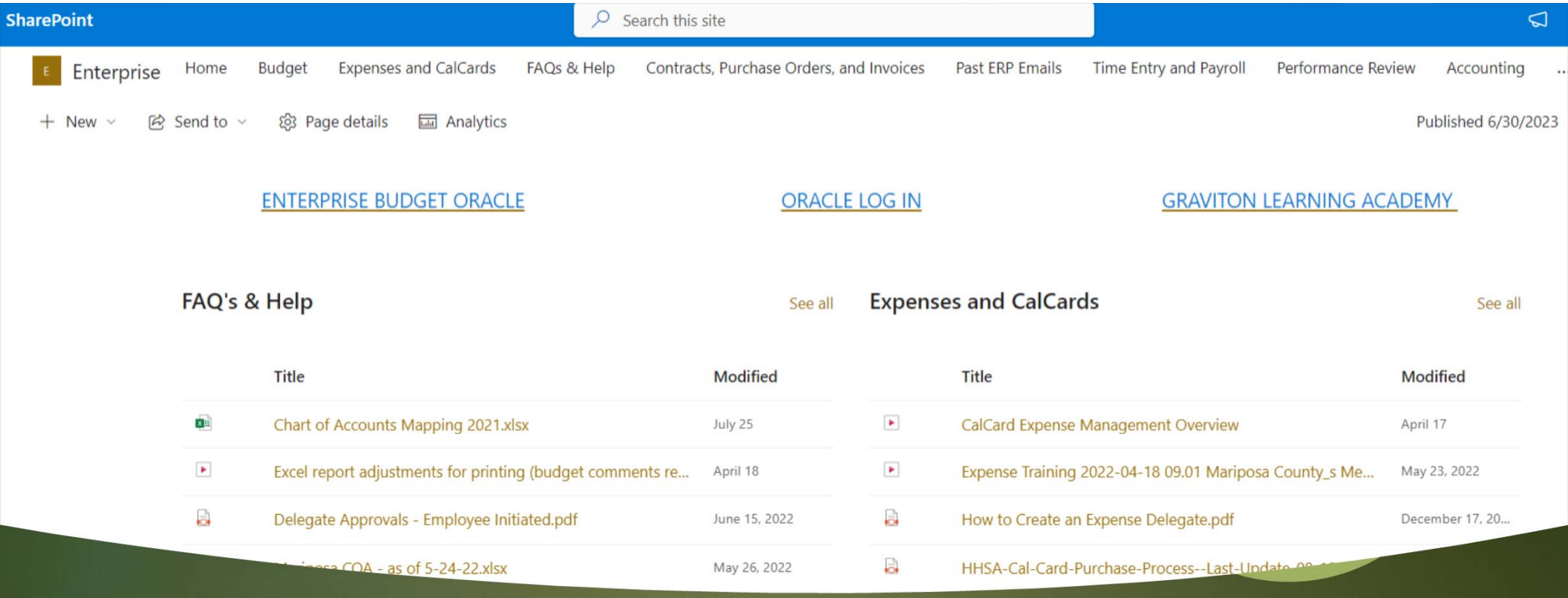
Oracle Mission Critical Support

- Oracle software engineers
- Familiar with Mariposa system
- Enhanced version of service request support
- Regression analysis of upcoming system updates
- Part of the software package





Weekly Help Sessions



Enterprise Sharepoint Site

Staff Support

Cindi Jacobsen

- Project management
- Public Works Accounting / Oracle support
- Workforce budgeting
- User training, support, and management
- Oracle enhancement management
- Strategic Oracle leadership



Matt Rouse

- Accounts Payable
- Invoices
- Expenses
- Purchase Orders

Rebecca Ramirez

- Month end closing
- Fixed asset accounting

Beth Alexander

- Contract management

Nicole Buttici Weston

- Benefits management
- Position management
- HCM enhancements
- Time entry / Payroll support
- Onboarding streamlining
- HCM approval workflows

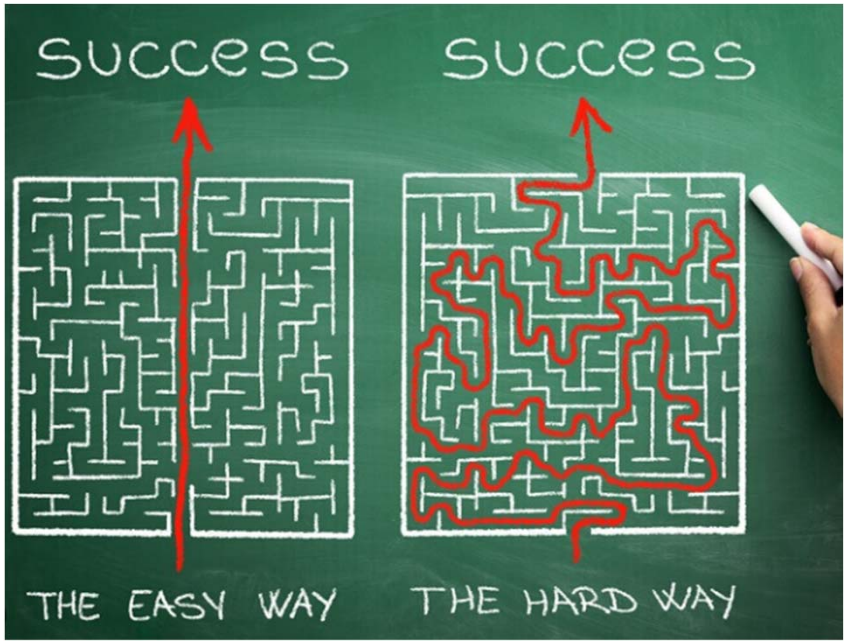
Agenda

- Context
- Status
- Support
- Benefits



Streamline, simplify, and standardize business processes

- Oracle requires standardized processes
- FY24 Organizational study
- FY24 Listening Tour
- Integrations



Focus data on "one version of the truth" - integrate or eliminate redundant systems

CURRENT IMPROVEMENTS

- Monthly timecards
- Payroll spreadsheets
- Contract management
- Roads report data
- Grant tracking and reimbursement reports
- Vendor payments
- Invoice management
- Paper files

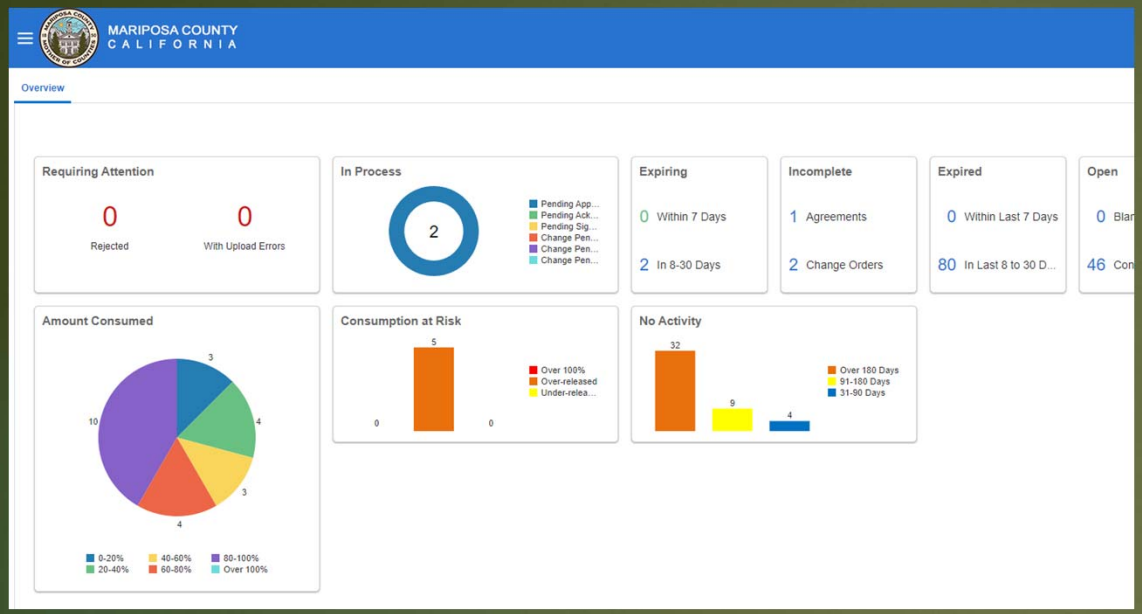
FUTURE IMPROVEMENTS

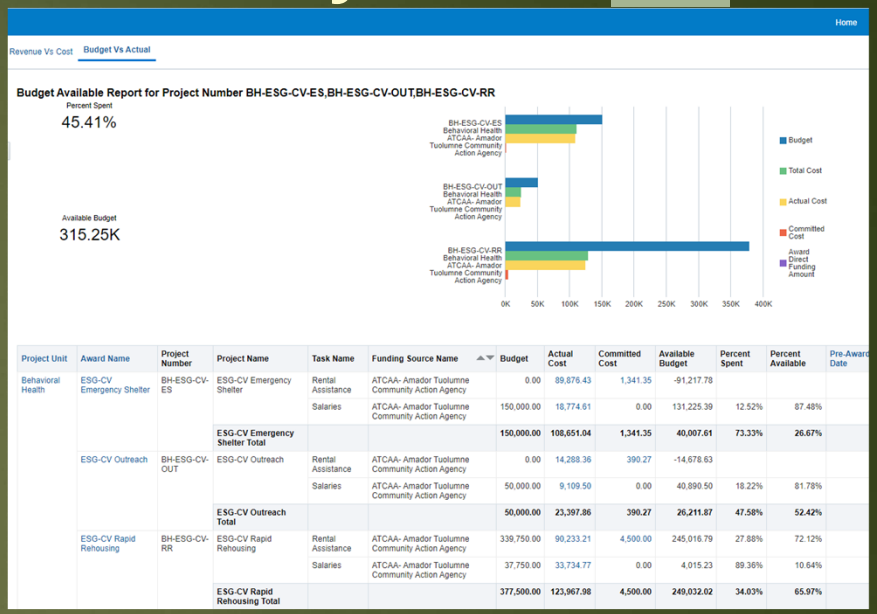
- Employee Change of Status forms
- Union side letters
- Benefit enrollment forms
- Budget actions / adjustments

Enhance working relationships with staff and community through accessibility and accuracy of information

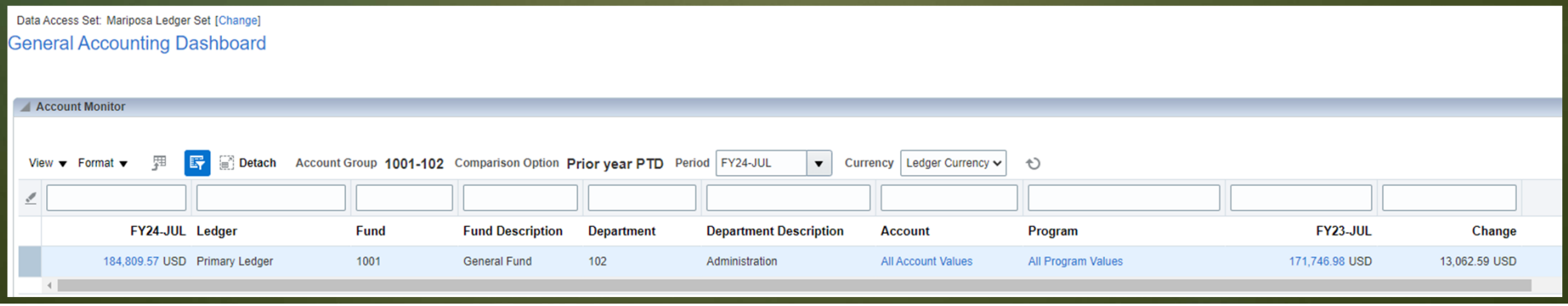
- How much did we spend on rent?
- Did we pay the SierraTel bill in April?
- How much have we spent against the Tyler Technologies implementation contract?
- How many employees resigned or retired from HHSA?
- How many employees are enrolled in Kaiser health care plans?
- What is the current Nixle contact information for employees?
- Were employees evacuated during the Oak Fire?
- What is the remaining budget for operating expenses at the Library?
- How much staff time was spent working on Greeley Hill Road?
- Which local businesses were paid by which Economic Development grants, how much, and when?
- Which managers are behind on their performance reviews?
- What contracts are expiring in the next month, what departments manage them, how much have we spent against them?

Inform decisions with data analysis

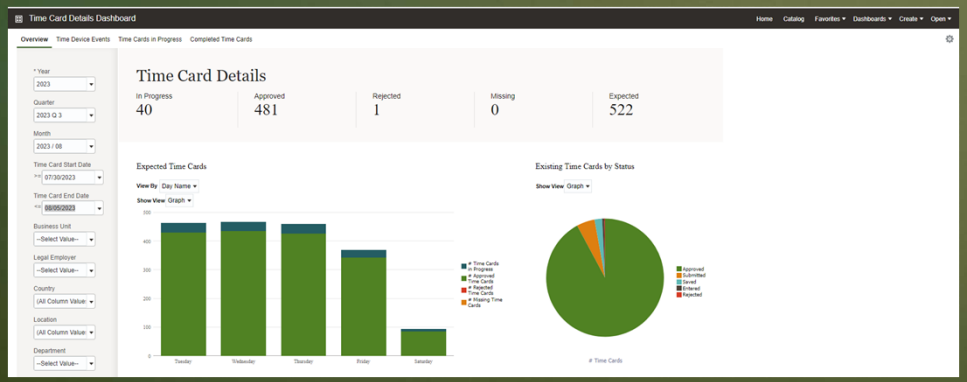




Project Unit	Award Name	Project Number	Project Name	Task Name	Funding Source Name	Budget	Actual Cost	Committed Cost	Available Budget	Percent Spent	Percent Available	Pre-Award Date
Behavioral Health	ESG-CV Emergency Shelter	BH-ESG-CV-ES	ESG-CV Emergency Shelter	Rental Assistance	ATCAA- Amador Tuolumne Community Action Agency	0.00	89,876.43	1,341.35	-91,217.78			
				Salaries	ATCAA- Amador Tuolumne Community Action Agency	150,000.00	18,774.61	0.00	131,225.39	12.52%	87.48%	
			ESG-CV Emergency Shelter Total			**150,000.00**	**108,651.04**	**1,341.35**	**40,007.61**	**73.33%**	**26.67%**	
	ESG-CV Outreach	BH-ESG-CV-OUT	ESG-CV Outreach	Rental Assistance	ATCAA- Amador Tuolumne Community Action Agency	0.00	14,288.36	390.27	-14,678.63			
				Salaries	ATCAA- Amador Tuolumne Community Action Agency	50,000.00	9,109.50	0.00	40,890.50	18.22%	81.78%	
			ESG-CV Outreach Total			**50,000.00**	**23,397.86**	**390.27**	**26,211.87**	**47.58%**	**52.42%**	
	ESG-CV Rapid Rehousing	BH-ESG-CV-RR	ESG-CV Rapid Rehousing	Rental Assistance	ATCAA- Amador Tuolumne Community Action Agency	339,750.00	90,233.21	4,500.00	245,016.79	27.88%	72.12%	
				Salaries	ATCAA- Amador Tuolumne Community Action Agency	37,750.00	33,734.77	0.00	4,015.23	89.36%	10.64%	
			ESG-CV Rapid Rehousing Total			**377,500.00**	**123,967.98**	**4,500.00**	**249,032.02**	**34.03%**	**65.97%**	







Inform decisions with data analysis



Questions??

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Closed Session Public Employee Performance Evaluation; Department Head Review: County Counsel

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RECOMMENDATION AND JUSTIFICATION

Closed Session Public Employee Performance Evaluation; Department Head Review: County Counsel

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: County Counsel (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Closed Session Public Employee Performance Evaluation; Department Head Review: Clerk of the Board

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RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
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[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Clerk of the Board (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:

Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None