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
NOVEMBER 7, 2023

A. 9:00 AM Called to Order

9:01 AM 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	Excused	
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")

Danielle Bondshu/Clerk of the Board, stepped away at 9:05 AM to deal with technical issues, and Katherine Slenders/Deputy Clerk of the Board II, took over as clerk.
Public comment was received by Mike Brusa/Bear Valley, who noted he was happy to see the cancellation of two local emergencies. He noted that CA. 1 still had the conditions he found troubling and was being run inappropriately by the government.

9:13 AM Chair Menetrey recessed the Board for technical difficulties.

9:23 AM Upon reconvening, Joe Lynch/Health and Human Services Agency Director, commented on CA. 18

and CA. 19 and gave statistics on both proclamations.

In response to Supervisor Poe, Jeremy Briese/Sheriff noted the process of terminating a local emergency is once all the dates and proper paperwork are recorded; they receive clearance from other agencies, they can terminate the emergency but continue the cleanup and reimbursement for the cleanup.

Chair Menetrey commented on CA. 11, noting he was happy to see the number of committee minutes.

Supervisor Toso asked for clarification on CA. 13 and 14. Steven Dahlem/County Counsel noted CA. 13 is to amend an existing contract by removing the term date and "not to exceed amount" as it is undetermined how long they will be needed. As for CA. 14, Mr. Dahlem noted it is for hiring outside counsel for litigation with BOP, who submitted a claim against the county in excess of $4 million.

Supervisor Smallcombe echoed Mr. Lynch's comments on CA. 18. She commented on CA. 16 noting this is a step in the process that will potentially lead to the termination of CA. 1. Mr. Lynch noted once it is shored up, CA. 1 will go away. He noted there are a lot of moving parts, and they are moving forward every day.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Office**

Adopt a Resolution Terminating the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Sheriff's Office**

Adopt a Resolution Terminating the Local Emergency Due to Extreme Snowstorms in February and March 2023

CA4. **Administration**

Rescind Resolution 2023-345; Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU

CA5. **Administration**

Approve an Agreement to allow the Public Health Officer to Serve as the Interim Medical Director for Jail Services in the County of Sacramento; Approve a Stipend of $3,657.79 for the Term of the Agreement or Until the County of Sacramento Appoints a Full-Time Medical Director for Jail Services;

and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Administration**

Approve the Transfer of Two Administrative Analyst I/II Positions from the Administration Department to the Planning Department

CA7. **Administration**

Approve Second Amendment to Agreement with Baird and Driskell Community Planning for Additional Services Associated with the Motherlode Region ADU Workbook and Additional Compensation of $12,383.13 for a new Amount not to Exceed $317,483.13; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. **Administration**

Approve a Microenterprise Grant for Solid Gold Resource Center in the Amount of $10,000; and Authorize the Auditor to Submit Payment

CA9. **Administration**

Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $73,918; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Administration**

Ratify the Allocation of $918.08 from the Safety and Freedom Enhancement (SAFE) Grant to 1850 Industries Inc. for Covid-Related Expenses

CA11. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 2022-115, Section 10.2

CA12. **County Counsel**

Accept Resignation and Recognize the Service of Casey Archer on the Law Library Trustees Board; and Appoint Rena Harrison to the Law Library Trustees Board as the President of the Local Bar Association

CA13. **County Counsel**

Approve First Amendment to the Professional Services Agreement with Wanger Jones Helsley PC to Amend the Term and Amount Not to Exceed; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **County Counsel**

Approve an Agreement with Dannis Woliver Kelly to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve Revised County Purchase Order MP 01 - 2022 with CalSAWS Consortium in the Amount of $56,445 for the Acquisition of Two Digital Kiosks; and Authorize the Board of Supervisors Chair to Sign the Revised Purchase Order

CA16. **Health and Human Services Agency**

Approve an Agreement with Pallet PBC in the Amount of $216,000 for Shelter Units and Assembly Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Medication Assistance Treatment (MAT) Expansion Program Budget ($85,000) (4/5ths Vote Required)

CA18. **Health and Human Services Agency**

Proclaim the Month of November, 2023, as "Family Caregivers and In-Home Care Providers Month"

CA19. **Health and Human Services Agency**

Proclaim the Month of November, 2023, as "Adoption Awareness Month"

CA20. **Health and Human Services Agency**

Accept the Resignation of Dayna Hannegan from the Mariposa County Commission on Aging; and Recognize her Service

CA21. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CALFIRE) for the Conservation Camp Program; and Authorize the Board of Supervisors Chair to Sign the MOU

CA22. **Health and Human Services Agency**

Rescind Resolution Number 2023-267; Adopt a Resolution to add an additional Vendor and Authorizing the Director of Health and Human Services Agency (HHSA) to Sign Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 (Subject to Approval as to Legal Form by County Counsel)

CA23. **Fire**

Adopt a Resolution Updating the Membership and Term of Office Section of the Mariposa County Fire Advisory Committee (MCFAC) By-Laws

CA24. **Fire**

Rescind Resolution 2023-508; Adopt the Finalized OTS Grant for $135,000.00 to Upgrade Aging Extrication Equipment; and Authorize the Board of Supervisors Chair and Designated Names/Positions

Identified Within the Agreement to Sign the Grant Agreement per State Requirement

CA25. **Planning**

Adopt a Resolution Accepting Pacific Gas and Electric's Resilience Hub Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding of $100,000 (4/5ths Vote Required)

CA26. **Planning**

Appoint Kevin Spach to Category A and Dana Swarth to Category B to the Housing Programs Advisory Committee for Terms to Expire September 12, 2026

CA27. **Planning**

Adopt a Resolution Approving the Submittal of a Grant Application to the California Natural Resources Agency for the Mariposa Creek Parkway Phase IV Landscape Restoration Project

CA28. **Public Works**

Approve First Amendment to Agreement with Provost & Pritchard Consulting Group for Design Services for final design of Park Creekway Phase III Changing the Scope of Work and Increasing Compensation by $920,890 for a New Amount Not to Exceed $1,110,714; and Authorize the Board Supervisors Chair to Sign the Amendment

CA29. **Public Works**

Approve a Memorandum of Understanding (MOU) with Mariposa Unified School District (MCUSD) and Mariposa County for the Grizzly Field Area; and Authorize the Board of Supervisors Chair to Sign the MOU

CA30. **Public Works**

Approve Third Amendment to Agreement with Vanir Construction Management for the Sheriff Head Quarters Project Increasing Compensation by $3,150 for a New Amount Not to Exceed $245,630; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA31. **Public Works**

Declare the December 9, 2023, Merry Mountain Christmas Parade and Christmas Tree Lighting as County Sponsored Events; and Authorize the Public Works Director to Waive the Encroachment Fees of $188 for Each

CA32. **Public Works**

Authorize Public Works Director to Waive the Encroachment Permit Fee of $188 for the Lush Meadows Lights Event on December 15, 2023, from 5:00 pm to 9:00 pm

CA33. **Public Works**

Approve the Formation of the Americans with Disabilities Act (ADA) Citizen Advisory Committee and

Approve Bylaws for the ADA Committee

CA34. **Public Works**

Approve First Amendment with R3 Consulting Group, Inc. to Extend the Term of the Agreement to January 31, 2024, for an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA35. **Public Works**

Approve a Change Order with Mid Cal Pipeline & Utilities, Inc. in the Amount of $327,994.07 for the Phase 1 Downtown Revitalization Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA36. **Treasurer/Tax Collector/County Clerk**

Approve an Agreement with Mariposa Mini Storage in the Amount of $83.00/Month on a Month to Month Basis, plus a $35.00 Deposit, for the Purpose of Storing Historical Treasurer/Tax Collector Documentation; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA37. **Air Pollution Control District (APCD)**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency CAPP Grant Budget ($24,148) (4/5th Vote Required)

CA38. **Air Pollution Control District (APCD)**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) Prescribed Burn Reporting and Monitoring (PBRM) Grant Budget ($20,000) (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Keri Kisela/Mariposa Chamber of Commerce announced November 9th at 3:30 PM is the grand opening of Mariposa Aesthetics. She also announced that the Field of Service event will be at the History Center on November 12th. Ms. Kisela also noted the Christmas Parade will be held on December 9th. She encouraged all businesses to brighten up with lights; the goal is to overdo the Christmas lights and make Mariposa a destination. Ms. Kisela offered congratulations to the Goodman and Fritz family for the birth of baby Diana, who was born in Mariposa County.

Steven Ward/Cal-Fire/Mariposa Fire Division Chief noted there are some weather patterns developing. He noted fuel moisture levels were at critical levels, so there was a critical threat. He announced as of November 20th, Cal Fire will begin the first round of seasonal layoffs. Chief Ward noted today was the last day with the contract helicopter at the Airport. He noted that as far as burning restrictions, it is on the minds of all, and discussions are being had. He noted for County Fire, water tenders are in service, and one will be at the

Midpines station. Chief Ward announced that they are working with Al Brondolo to expand to youth; they will be able to start taking youth on ride-alongs for the experience.

Jacob Hawley/Mariposa Visitors Center thanked the Board on CA. 4. He noted they are changing their hours to 8:00 AM to 5:00 PM as they are seeing a slowdown in visitors. He noted they have seen 24,277 visitors so far this year and 408 people in the escape room. He also noted they have been able to assist 1250 people get reservations. He noted it's been a great year, and they are ready for the annual tree lighting.

1. **Clerk of the Board**

   Handouts Received During the Department Head Presentation Portion of the November 7th, 2023 Meeting.

G. Public Comment on Non-Agenda Items

Jeanne Anne-Pine/Mater Gardeners gave an update. She noted they will have a presence in North County. She gave the Clerk of the Board a flyer. She also noted for the “Plant a Row” program; they take fruits and vegetables to the resource center. She noted that 11 of those children had never tried a fig, and they loved them! She noted experiences such as those are what make the program fun.

Marvin Wells/Resident, noted the upcoming Saturday is one of the most important days in the United States. He noted he served in the military, and three of his buddies were killed in Korea. He asked that everyone pay tribute to those men and women who sacrificed their lives. He then gave Chair Menetrey a red leg frog figurine.

Mike Brusa/Bear Valley noted he was listening to a podcast and heard a quote. The quote was, “We may be all in the same storm, but we are not all in the same boat.” he noted that was a huge problem and then discussed the Boston Tea Party and John Adams.

1. **Clerk of the Board**

   Handouts Received During the Public Comment Portion of the November 7th, 2023 Meeting.

H. Regular Agenda Items

1. **Public Works**

   Discussion and Possible Direction for a Name Change request from Woodland Hall, also Known as Almost Like Home Preschool, to Woodland Kidd-Lee Center to Recognize the Hard Work and Dedication of Gussie Kidd and Jacki Lee After Many Years of Service

Shannon Hansen/Public Works Director, gave the staff report, noting this is dear to her. She noted for the last 33 years, Woodland Hall has been the ‘Almost Like Home’ childcare facility. She noted Gussie Kidd and Jackie Lee have dedicated their lives to the youth in this community.

Public comment was received by Amber Chamber/Resident, who echoed Ms. Hansen's tearful thoughts, noting they have touched the lives of over 1000 children in this community.

Shauna/Infant/Child Enrichment Services (ICES) noted she supports the renaming of the center.

John Kidd/Son of Gussie Kidd wanted to recognize Ms. Lee for carrying on what his mother had begun. He noted that many individuals in this community were instrumental in putting this together. He noted this is a big honor for his mother and Ms. Lee. He noted he is proud.

Tawnya Lee/Jackie Lees's daughter, noted this is an honor for her mother. She thought this would be easier and noted she could not go anywhere with her mother without people and children coming up to her. She noted what a wonderful thing they have done for this community and urged the Board to consider a name change.

Supervisor Poe noted the emotion in the room was amazing and could see what amazing people these two were.

Supervisor Smallcombe noted she didn't know Ms. Lee but she knew Ms. Kidd and knew how passionate she is about childcare and the enrichment of children.

Supervisor Toso noted she had not had the honor of meeting Ms. Jackie, but she, too, knows Ms. Kidd. Her children loved Gussie and noted what a great advocate she was for children.

Chair Menetrey noted it was great to see this item. He noted he doesn't have children but can remember the people in his youth that were there. He thanked Ms. Kidd and Ms. Lee for their contribution to the youth of this community and the impact they have made.

DIRECTION: Staff is to bring back an action item to rename the Woodland Hall to the Woodland Kidd-Lee Center.

RESULT: DIRECTION GIVEN

2. **Public Works**

Receive a Presentation from Caltrans District 10 on projects within Mariposa County

Shannon Hansen introduced Brian Hooker/Cal Trans who gave a project update and gave the Clerk of the Board a handout. He noted the project from Catheys Valley to town would be beginning soon. He noted the contractor requested to suspend work in the winter, and Cal Trans denied the request for the work being done on Midpines Summit. He also noted that PG&E would be doing utility work around the same time. He noted he is happy to return with a construction schedule once its received. Mr. Hooker also noted they had a pre-construction meeting for the work being done in town. He noted in regard to the Ferguson Rock Shed project, they had a lot of slide activity this summer but are still working on the project No public comment.

RESULT: PRESENTATION HELD

3. **Agricultural Commissioner**

Receive the 2022 Annual Crop & Livestock Report

Moncia Nielsen/Agricultural Commissioner, gave the staff report and a PowerPoint presentation, noting a decline of 17%. No public comment.

Thanks were received from Supervisors Smallcombe, Poe, and Toso.

RESULT: PRESENTATION HELD

4. **Administration**

Adopt a Resolution of Intention to Sell Approximately Ten Acres of Real Property at 2975 and 2985 Bear Valley Road in Hornitos; and Approve Publication of a Notice of Intention to Sell Said Real Property

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

RESULT:	**Adopted**
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 II Supervisor Poe
EXCUSED:	District IV Supervisor Forsythe

5. **Administration**

Adopt a Resolution of Intention to Purchase Approximately 0.94 Acres of Real Property at 10304 Fiske Road in Greeley Hill, California; and Approve Publication of a Notice of Intention to Purchase Said Real Property

Dallin Kimble gave the staff report. No public comment.

Supervisor Poe noted he and his constituents are elated by this.

RESULT:	**Adopted**
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 II Supervisor Poe
EXCUSED:	District IV Supervisor Forsythe

6. **Clerk of the Board**

Select the 2024 Rural County Representatives of California (RCRC) Director and Alternate

Dallin Bondshu/Clerk of the Board gave the staff report. No public comment.

SELECTED: Miles Menetrey was chosen as the representative with Danette Toso as the alternate.

RESULT:	**Adopted**
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 II Supervisor Poe
EXCUSED:	District IV Supervisor Forsythe

7. **Clerk of the Board**

Appoint a Member as the California State Association of Counties (CSAC) Director for the 2023-2024 Association Year

Danielle Bondshu gave the staff report. No public comment.

SELECTED: Rosemarie Smallcombe was selected as director and Miles Menetrey was chosen as the alternate.

RESULT:	**Adopted**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
EXCUSED:	District IV Supervisor Forsythe

8. **Clerk of the Board**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Frequency of the Board of Supervisors Meeting from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month"

Katherine Slenders/Deputy Clerk of the Board II gave the staff report. No public comment.

Chair Menetrey and Supervisor Poe both noted they were originally against the change but had since changed their thoughts based on other information from staff and constituents.

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

I. Closed Session

Chair Menetrey read the closed session item. No public comment.

10:58 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

J. 2:00 PM Reconvene

Chair Menetrey called the meeting to order and reported that during the closed session, information was received and direction was given.

1. **Health and Human Services Agency**

Receive a Presentation by Mariposa County Health and Human Services Director, Providing an Update on Mariposa Health and Human Services Agency Community Impact

Joe Lynch/Health and Human Services gave the PowerPoint Presentation.

Public comment was received by Mike Brusa, who cautioned the Board about this analysis, and there is an absolute advantage and a comparative advantage. He noted the County is at an absolute advantage. Supervisor Smallcombe elaborated that these numbers are just from Health and Human Services; she noted partners such as Alliance, Mariposa Safe Families, etc., help build better community ability.

Thanks were received by Supervisors Toso, Poe, and Menetrey.

RESULT: PRESENTATION HELD

K. Board Information

Information received.

L. Adjournment

2:45 PM Chair Menetrey adjourned the meeting in memory of Delos (Red) Eastwood, John Tomsick, Melissa Lynn Johnson-Heine, John "Jack" Vander Karr Sr., and Francis Mitchell "Mitch" Boze.

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 2023-579

MEETING: November 7, 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**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-580

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Terminating the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

An atmospheric river event beginning on December 27, 2022 resulted in conditions of extreme peril to the safety of persons and property, including significant flooding and damage to critical public infrastructure.

Sheriff Jermey Briese, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on January 5, 2023.

The Mariposa County Board of Supervisors ratified that proclamation at their next regular meeting, held January 11, 2023.

Emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa.

Ongoing recovery efforts include the continued commitment of California Disaster Assistance Act and any other applicable state or federal resources (FEMA)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has terminated said proclamations once the emergency conditions are deemed to be under control.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this resolution. This local emergency will not be formally terminated.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Termination of DR4683 Emergency Proclamation

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

Resolution 23-___

RESOLUTION TERMINATING THE LOCAL EMERGENCY DUE TO 2022/2023 METEOROLOGICAL 'ATMOSPHERIC RIVER' EVENT

WHEREAS, an atmospheric river event beginning on December 27, 2022 resulted in conditions of extreme peril to the safety of persons and property, including significant flooding and damage to critical public infrastructure; and

WHEREAS, Sheriff Jermey Briese, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on January 5, 2023; and

WHEREAS, the Mariposa County Board of Supervisors ratified that proclamation at their next regular meeting, held January 11, 2023; and

WHEREAS, emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa; and

WHEREAS, ongoing recovery efforts include the continued commitment of California Disaster Assistance Act and any other applicable state or federal resources (FEMA);

NOW, THEREFORE, the Mariposa County Board of Supervisors, State of California, does hereby terminate the said local emergency and any associated powers and authorities granted to staff and the Board of Supervisors. This Resolution takes effect upon approval.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this ____ day of October 2023 by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

_____
MILES MENETREY, Chair
Mariposa County Board of 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 2023-581

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution Terminating the Local Emergency Due to Extreme Snowstorms in February and March 2023

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Terminating the Local Emergency Due to Extreme Snowstorms in February and March 2023.

An extreme storm event beginning on March 1, 2023, resulted in conditions of extreme peril to the safety of persons and property, including significant flooding and damage to critical public infrastructure.

Sheriff Jeremy Briese, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on March 1, 2023.

The Mariposa County Board of Supervisors ratified that proclamation at their next regular meeting, held March 7, 2023.

Emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa.

Ongoing recovery efforts include the continued commitment of California Disaster Assistance Act and any other applicable state or federal resources (FEMA)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has terminated said proclamations once the emergency conditions are deemed to be under control.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this resolution. This local emergency will not be formally terminated.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Termination of DR4699 Emergency Proclamation

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

Resolution 23-___

RESOLUTION TERMINATING THE LOCAL EMERGENCY DUE TO EXTREME SNOWSTORMS

WHEREAS, an extreme storm event beginning on March 1, 2023, resulted in conditions of extreme peril to the safety of persons and property, including significant flooding and damage to critical public infrastructure; and

WHEREAS, Sheriff Jeremy Briese, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on March 1, 2023; and

WHEREAS, the Mariposa County Board of Supervisors ratified that proclamation at their next regular meeting, held March 7, 2023; and

WHEREAS, emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa; and

WHEREAS, ongoing recovery efforts include the continued commitment of California Disaster Assistance Act and any other applicable state or federal resources (FEMA);

NOW, THEREFORE, the Mariposa County Board of Supervisors, State of California, does hereby terminate the said local emergency and any associated powers and authorities granted to staff and the Board of Supervisors. This Resolution takes effect upon approval.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this ____ day of October 2023 by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

_____
MILES MENETREY Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM

Clerk of the Board

County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-582

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rescind Resolution 2023-345; Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2023-345; Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU.

Earlier this year, the Board approved an MOU with the Chamber for the support of community events. At the Chamber's request, further updates to the MOU have been made to clarify the insurance requirements and the County's responsibilities with respect to the Americans with Disabilities Act (ADA). Staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 23-345 was adopted in June 2023. This resolution and MOU was identical to what is proposed here except for some ambiguities with respect to the insurance requirements and ADA responsibilities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The County will continue to directly sponsor events as approved by the Board.

Amend and approve. Staff will need direction on how the Board would like to amend the MOU prior to its approval.

FINANCIAL IMPACT

This agreement is a General Fund expense of $35,000 over 21 months (a rate of $20,000 per year).

ATTACHMENTS

1. Chamber Events MOU

VOTE RESULT

RESULT: **Adopted**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

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 the Mariposa County Chamber of Commerce ("CHAMBER"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, COUNTY and CHAMBER collectively recognize the benefit of festivals, parades, concerts, and other community events to highlight local culture and character, inspire and unify residents, and attract visitors and shoppers for local businesses; and

WHEREAS, beloved community events do not always or cannot always meet the ideal of being fiscally self-reliant and must receive additional support from outside sources; and

WHEREAS, CHAMBER is interested in serving as a primary facilitator and sponsor of community events.

NOW THEREFORE, the parties hereto agree as follows:

1. CHAMBER will provide support for community events as needed by the event organizers. Support may include, but is not limited to, one or more of the following:
    a. Event planning and development
    b. Coordination with government agencies, including applying for relevant permits and arranging for traffic control, road closures, law enforcement presence, and so on
    c. Americans with Disabilities Act (ADA) evaluation and compliance on private property
    d. Liability and/or general insurance, including sufficient coverage for serving alcohol or other event-related activities. When insurance is provided, it shall be for a minimum of $1 million per occurrence / $2 million aggregate and COUNTY shall be named as additionally insured. Umbrella policies may be used to ensure sufficient insurance coverage to meet this requirement.
    e. Evaluating event operations and providing guidance to improve pricing, effectiveness, efficiency, and equity
    f. Marketing of community events
    g. Support and management of community events
    h. Development of new events likely to appeal to residents and visitors

2. COUNTY will continue to support community events as directed by the Board of Supervisors. Support may include, but is not limited to, one or more of the following:
    a. Timely review of event permit applications
    b. Waiving permit fees
    c. Providing facilities for event use
    d. Closing roads in support of local events
    e. Authorizing CHAMBER staff to assist with COUNTY operations relating to the specific event
    f. Cost reductions for related COUNTY services
    g. Security support, as directed by the elected sheriff

3. Any community event may be considered part of this agreement. Preference will be given to those events previously sponsored by COUNTY, including but not limited to the following:
    a. Mariposa Butterfly Festival and Parade
    b. Labor Day / Fair Parade
    c. Merry Mountain Christmas Parade and Tree Lighting
    d. Mariposa / Yosemite Hot Rod and Custom Car Show Parade
    e. Coulterville Coyotefest
    f. Christmas in Coulterville Parade

DRAFT

g. Field of Service
h. Paseo de Mariposa
i. Wreaths Across America
j. Hornitos Enchilada Dinner
k. Coulterville Trunk or Treat
l. Mariposa Trunk or Treat
m. Civil War Reenactment
n. Other Historical Reenactments

4. COUNTY shall reimburse CHAMBER for event-related expenditures during the period of October 1, 2023 to June 30, 2025. Reimbursement invoices may include an administration fee, not to exceed ten percent (10%) of the invoice amount, for CHAMBER expenses and overhead related to the services provided in this MOU. The total sum of reimbursements is not to exceed THIRTY FIVE THOUSAND DOLLARS ($35,000) for the term of this MOU.

5. COUNTY will provide payment within thirty (30) days of receipt of an approved invoice and not more than once each month.

6. To the fullest extent permitted by law, CHAMBER 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 CHAMBER or its officers, agents, or employees in rendering services under this MOU; excluding however such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or wrongful acts.

7. Notwithstanding the above, COUNTY acknowledges and maintains responsibility for ensuring compliance with the Americans with Disabilities Act (ADA) on public property including roads, sidewalks, and related infrastructure.

8. CHAMBER 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 MOU. CHAMBER shall, upon the request of COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to ensure CHAMBER's compliance with the terms of this MOU. If compensation to be paid by COUNTY under this MOU exceeds Ten Thousand Dollars ($10,000), CHAMBER 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 MOU. This section survives the termination of this MOU.

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

10. Either party shall have authority to terminate this MOU at any time by providing a notice in writing that the MOU is terminated. This MOU shall then be deemed terminated and no further work shall be performed by CHAMBER. If this MOU is so terminated, CHAMBER shall be reimbursed for work completed prior to the time the notice of termination is received.

DRAFT

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

COUNTY OF MARIPOSA

_____

Miles Menetrey Date
Board Chair

MARIPOSA COUNTY CHAMBER OF COMMERCE

_____

Steve Aitchison Date
Board Chair

APPROVED AS TO LEGAL FORM:

_____

Steven W. Dahlem Date
County Counsel

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-583

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement to allow the Public Health Officer to Serve as the Interim Medical Director for Jail Services in the County of Sacramento; Approve a Stipend of $3,657.79 for the Term of the Agreement or Until the County of Sacramento Appoints a Full-Time Medical Director for Jail Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement to allow the Public Health Officer to Serve as the Interim Medical Director for Jail Services in the County of Sacramento; Approve a Stipend of $3,657.79 for the Term of the Agreement or Until the County of Sacramento Appoints a Full-Time Medical Director for Jail Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

The County of Sacramento has a vacancy is its jail services medical director position. This position is a senior management role with oversight for all correctional health services in Sacramento County. They have reached out to Mariposa County to request that our public health officer, Dr. Eric Sergienko, be allowed to fill the role on an interim, part-time basis until a permanent replacement can be found.

With support from other Health and Human Services Agency (HHSA) staff, Dr. Sergienko and Director Joe Lynch have determined that Dr. Sergienko could split his time approximately evenly between his responsibilities in Mariposa and the need in Sacramento. For the equivalent of a half-time employee, the County of Sacramento has agreed to pay the County $20,268.75 per month for salary and benefits plus a monthly per diem of $1,910 and travel compensation up to $900 per month.

While filling the more complex interim position with Sacramento, it is proposed that Dr. Sergienko receive half of the difference between his current salary and Sacramento's jail services medical director position. Dr. Sergienko's current salary is $236,513.06 and Sacramento's position is offering $324,300. On a monthly basis, the difference between these salaries is $7,315.58. Accordingly, it is requested that Dr. Sergienko be given a monthly stipend of half of that amount, or $3,657.79, for the period he is serving as interim jail services medical director in Sacramento County. His monthly salary with the stipend for the period when this agreement is active would then be $23,367.21. The County will benefit from saving 50% of the salary and benefits currently allocated for the public health officer position, or approximately $14,000 per month.

Mariposa County has benefitted from similar arrangements with other counties and has tried, in a spirit of collaboration, to assist its fellow counties when doing so is in the best interest of local residents. This proposed agreement with the County of Sacramento is an opportunity to assist a fellow

county, build our relationship with one of the state's largest counties, and add revenue for local public health services. Staff recommends approval of this item at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Counties sometimes share staff to fill temporary needs. Mariposa County has previously contracted with Stanislaus and Merced Counties for an agricultural commissioner, for example, and we recently benefited from a Napa County employee who oversaw many of our Oak Fire recovery operations. Similarly, during the novel coronavirus pandemic, Dr. Sergienko served in an interim health officer capacity in no less than three other counties.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The agreement will not be executed.

FINANCIAL IMPACT

This agreement provides a net benefit to the County in excess of $20,000 per month.

ATTACHMENTS

1. **Mariposa-Sac Med Director Jail Agmt m- 730**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

AGREEMENT FOR SERVICES

Interim Medical Director Services

THIS AGREEMENT is made and entered into by and between the County of Sacramento, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the County of Mariposa, a political subdivision of the State of California (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a contractor to provide Interim Medical Director services over its jail services; and

WHEREAS, CONTRACTOR has a Public Health Officer with the requiste experience and expertise to fill this role; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws.

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

ARTICLE I

A. **Scope of Services:** CONTRACTOR agrees that its Public Health Officer, Dr. Eric Sergienko (hereinafter referred to as "INTERIM DIRECTOR"), shall serve as Interim Medical Director for COUNTY Correctional Health Services. The duties of Interim Medical Director are as follows.

1. Provide management and oversight for COUNTY correctional health services, including, but not limited to: medical and behavioral health operations, emergency and non-emergency response services, specialty care, medical provider peer review processes, in-custody death reviews, and continuous quality improvement (CQI) as relates to standards of care; and work in collaboration with the Medical Director over Behavioral Health Services and contractors.
2. Identify a work schedule that is mutually agreed upon by the CONTRACTOR, INTERIM DIRECTOR and the COUNTY that includes a set number of on-site jail and administrative hours per month based on operational needs.
3. Conduct reviews of patient grievances and help to resolve issue(s).
4. Conduct patient medical record reviews to ensure standards of care are provided.
5. Assist in the development, approval and monitoring of correctional health trainings for providers and nursing staff.
6. Participate in medical personnel investigations in accordance with statutes, regulations, and local policy.
7. Review medical staffing structures and make recommendations on positions and scheduling necessary to ensure patient access to care.
8. Personally conduct a review of the medical care provided to inmates when there is an in-custody death. Review shall focus on quality of care and quality improvement.

B. **Devotion of Time:** It is agreed between the parties that INTERIM DIRECTOR shall devote the equvilant of .5 of a full time employee assigned to this position. INTERIM DIRECTOR will devote the other half of his time to his duties assigned to him as Public Health Officer for CONTRACTOR. The parties understand that this formula is flexible.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire no later than June 30, 2024.

ARTICLE III

A. **Compensation for Services:** The parties agree that INTERIM DIRECTOR will remain an employee of CONTRACTOR through the duration of this Agreement. COUNTY shall compensate CONTRACTOR for the equivalent of one half of INTERIM DIRECTOR's base salary.

CONTRACTOR shall be reimbursed for INTERIM DIRECTOR's travel expenses consistent with the most current COUNTY Board of Supervisor approved Travel Policy.

CONTRACTOR shall be compensated at a rate of $20,268.75 per month plus a per diem of $1910.00 per month. CONTRACTOR shall also be compensated for travel of up to $900 per month.

B. **Invoices:** It is a requirement of this Agreement that CONTRACTOR shall submit an original invoice, which shall reference this Agreement number on its face and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect CONTRACTOR's charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by COUNTY:

Email (preferred method):	***U.S. Mail:***
Accounting@saccounty.gov Attn: Adult Correctional Health Accounts Payable Please include in the subject line: "Contract #, Service Month, Description / Program	County of Sacramento Department of Health Services Attn: Correctional Health Services 711 G Street, 4th Floor, Suite 420 Sacramento, CA 95814 Attn: Accounting

or to such other location as COUNTY directs.

For services provided herein, including any deliverables that may be identified herein, CONTRACTOR shall submit invoices for services twenty (20) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which CONTRACTOR provides services in accordance with ARTICLE I, Scope of Services. For all satisfactory services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Agreement.

1. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to COUNTY. Supplemental invoices should include

the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

a. For those situations where a service is disallowed by COUNTY on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by COUNTY after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by COUNTY. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing, and must be approved by the Health Services' Chief Fiscal Officer.

In the event that CONTRACTOR fails to deliver the services, documents or other deliverables required herein, COUNTY at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled "Default, Termination, and Cancellation." In no event shall COUNTY be obligated to pay CONTRACTOR for any amount above the Maximum Obligation of this Agreement.

ARTICLE IV

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in COUNTY without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to COUNTY. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from COUNTY's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE V

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed **$175,000.**

ARTICLE VI

Audits, Compliance, and Monitoring:

A. CONTRACTOR shall provide a copy of any audit to COUNTY within thirty (30) days of completion of said audit.

B. Audits and compliance monitoring by any representative of the Federal government, State government, or COUNTY may include the review of any and all terms related to this Agreement. Audits or monitoring by COUNTY may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for COUNTY to verify compliance with the terms and conditions of this Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from CONTRACTOR until such time as compliance with the terms of this Agreement can be verified. Verifying compliance may

necessitate additional on-site reviews should information submitted by CONTRACTOR be deemed insufficient or inaccurate.

C. All files, records, documents, sites, and personnel are subject to review by representatives from COUNTY, or the State or Federal government.
D. Upon notification of an exception or finding of non-compliance, CONTRACTOR shall submit evidence of corrective action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by COUNTY. Continued non-compliance beyond due date for submission of corrective action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
E. Failure by COUNTY to notify or require corrective action does not constitute acceptance of the practice of waiver of COUNTY's right to enforce.

ARTICLE VII

Nondiscrimination:

A. COUNTY may require CONTRACTOR's services on projects involving funding from various state and/or federal agencies, and as a consequence, CONTRACTOR shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: CONTRACTOR and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; CONTRACTOR shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and 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, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. CONTRACTOR and its employees and representatives shall give written notice of their obligations under this clause as required by law.
B. Where applicable, CONTRACTOR shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
C. CONTRACTOR's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE VIII

Co-Location: COUNTY is providing this co-location solely for the convenience of CONTRACTOR in performing the duties required by this Agreement, and CONTRACTOR is expected to provide these services consistent with this Agreement regardless of the availability of the co-location. In addition:

A. CONTRACTOR understands that providing this co-location does not, in any matter, make CONTRACTOR, nor CONTRACTOR staff performing the services, an employee of COUNTY or entitled to the rights, duties, or benefits of COUNTY employees.
B. COUNTY and CONTRACTOR have negotiated the contract price for CONTRACTOR's services specifically considering that COUNTY is providing the co-location space for CONTRACTOR

staff, including the use of COUNTY telephone, computer and or computer systems, internet access, copy/fax machines, and restrooms and break rooms.

C. COUNTY shall make available adequate office space that protects both CONTRACTOR staff and Client confidentiality, and COUNTY shall provide janitorial services for the office space.
D. COUNTY shall ensure that the co-location space includes appropriate notification that the CONTRACTOR staff is not a COUNTY employee.
E. COUNTY shall provide CONTRACTOR staff with the annual list of holidays observed by COUNTY, however, it is intended to be informative only. CONTRACTOR staff will not be required to adhere to COUNTY holiday schedule.
F. COUNTY will also ensure any security access fob provided identifies CONTRACTOR staff as a CONTRACTOR and not an employee.
G. Except as otherwise expressly stated in this Agreement, CONTRACTOR and CONTRACTOR staff are not subject to any rules, regulations and policies that apply to COUNTY employees. Any rules, regulations or policies provided to CONTRACTOR staff are intended to be informative of COUNTY practices only, thus, CONTRACTOR staff will not be required to adhere to said rules, regulations or policies.
H. CONTRACTOR staff shall conduct themselves in a professional, business-like manner while on COUNTY property and while performing the services of this Agreement. If COUNTY observes CONTRACTOR staff is not conducting themselves in this way, COUNTY shall reserve the right to notify CONTRACTOR staff of the observed behavior, or notify the CONTRACTOR of said observation. CONTRACTOR reserves the right to provide direction or discipline to CONTRACTOR staff if they determine it is warranted.

ARTICLE IX

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (hereinafter referred to as "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 with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and COUNTY determines CONTRACTOR is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. COUNTY shall provide CONTRACTOR advance written notice of such termination, allowing CONTRACTOR at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of COUNTY.

ARTICLE X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONTRACTOR, and CONTRACTOR may perform similar work or services for others. However, CONTRACTOR shall not enter into any agreement with any other party or provide any information in any manner to any

other party, that would conflict with CONTRACTOR's responsibilities or hinder CONTRACTOR's performance of services hereunder, unless COUNTY's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XII

Confidentiality: CONTRACTOR shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CONTRACTOR, and all CONTRACTOR's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIII

Assignment and Delegation: CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY.

In the event CONTRACTOR receives written consent to subcontract services under this Agreement, CONTRACTOR is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, CONTRACTOR is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to COUNTY upon request.

ARTICLE XIV

Independent Contractor: The parties intend that an independent CONTRACTOR relationship will be created by this Agreement. CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONTRACTOR. Those persons will be entirely and exclusively under the direction, supervision, and control of CONTRACTOR.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONTRACTOR performs the work or services for accomplishing the results. CONTRACTOR understands and agrees that CONTRACTOR lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONTRACTOR, including any subcontractor or employees of CONTRACTOR, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONTRACTOR shall not receive, nor be eligible for, workers' compensation,

including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONTRACTOR. CONTRACTOR shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONTRACTOR shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONTRACTOR provides for its employees.

CONTRACTOR acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of COUNTY with regard to any matter, and CONTRACTOR shall not make any agreements or representations on COUNTY's behalf.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Audit by California State Auditor: CONTRACTOR acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, CONTRACTOR shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under this Agreement.

ARTICLE XVII

Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate this Agreement by issuing a notice of termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If COUNTY terminates this Agreement, in whole or in part, for default:

3. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONTRACTOR shall be liable to COUNTY for any excess costs for those goods or services. COUNTY may deduct from any payment due, or that may thereafter become due to CONTRACTOR, the excess costs to procure from an alternate source.
4. COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in this Agreement. In which case the overage shall be deducted from any sum due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon demand.
5. COUNTY may require CONTRACTOR to transfer title and deliver to COUNTY any completed work under the Agreement.

The following shall be events of default under this Agreement:

6. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
7. A representation or warranty made by CONTRACTOR in this Agreement proves to have been false or misleading in any respect.
8. CONTRACTOR fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
9. A violation of the Article titled "Conflict of Interest."

B. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

C. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONTRACTOR ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written notice of termination. If such

termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the notice of termination provided to CONTRACTOR, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of this Agreement. Upon receipt of a notice of termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such notice of termination, unless the notice directs otherwise.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF SACRAMENTO
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823
ATTN: DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

COUNTY OF MARIPOSA
P.O. Box 784
Mariposa, CA 95338

ATTN: COUNTY ADMINISTRATIVE OFFICER

or to such other location as CONTRACTOR directs.

ARTICLE XIX

Change of Address: In the event of a change in address for CONTRACTOR's principal place of business, CONTRACTOR's agent for service of process, or notices to CONTRACTOR, CONTRACTOR shall notify COUNTY in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the COUNTY Contract Administrator, and no further amendment of this Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX

Indemnity: To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold harmless CONTRACTOR, including its respective governing body, officers, directors, employees, and authorized agents and volunteers , from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of COUNTY, and damage to or destruction of any property, or loss of use or reduction in value thereof, including

the property of COUNTY, arising out of, pertaining to, or resulting from the acts or omissions of CONTRACTOR, its governing body, officers, directors, officials, employees, authorized volunteers and agents, and contractors; excluding however such Claims arising from CONTRACTOR's or INTERIM DIRECTOR's gross negligence or willful misconduct.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to any Claims and, thereafter, upon tender in writing to COUNTY. Upon receipt of tender, COUNTY shall provide prompt written response that it accepts tender. COUNTY shall control the defense of any Claims; subject to using counsel reasonably acceptable to CONTRACTOR. Both parties agree to cooperate in the defense of any Claims.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by COUNTY.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of this Agreement.

ARTICLE XXI

Insurance or Self Insurance: Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, medical malpractice and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of this Agreement.

ARTICLE XXII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for CONTRACTOR and performing work for COUNTY and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with COUNTY's Conflict of Interest Code. COUNTY's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and COUNTY's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

CONTRACTOR covenants that during the term of this Agreement neither it, or any officer or employee of CONTRACTOR, has or shall acquire any interest, directly or indirectly, in any of the following:

A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
C. Any officer or employee of COUNTY that are involved in this Agreement.

If CONTRACTOR becomes aware of a conflict of interest related to this Agreement, CONTRACTOR shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to COUNTY who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with COUNTY must file a COUNTY Payee Data Record Form with COUNTY.

ARTICLE XXVI

Licenses: CONTRACTOR hereby represents and warrants that CONTRACTOR and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for CONTRACTOR and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONTRACTOR and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII

Contract Administrator: The COUNTY officer or employee with responsibility for administering this Agreement is Timothy W. Lutz, Director, Department of Health Services, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, 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 any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Sacramento COUNTY, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXIV

Entire Agreement: This document is the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

COUNTY OF SACRAMENTO, a political subdivision of the State of California	**COUNTY OF MARIPOSA, a political subdivision of the State of California**
By _____ Ann Edwards, Executive Officer, County of Sacramento, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)	By _____ Miles Menetrey, Chair of the Board of Supervisors
Date: _____	Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY SACRAMENTO COUNTY COUNSEL

By: _____ Date: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-584

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the Transfer of Two Administrative Analyst I/II Positions from the Administration Department to the Planning Department

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RECOMMENDATION AND JUSTIFICATION

Approve the Transfer of Two Administrative Analyst I/II Positions from the Administration Department to the Planning Department.
This action would remove the vacant economic development specialist and housing development specialist positions from the administration department and add these positions to the planning department.

There are two approaches to economic development that are most common in communities across the country. Communities that approach economic development as a form of revenue generation, including a lot of grants, incentives and deals for businesses and prospective developers, tend to locate economic development in their administration department. When economic development focuses on connecting businesses with existing resources and guiding developers through permit processes, it is typically located in closer proximity to community development services. In both cases, economic development includes business retention, expansion, and attraction.

The recent community survey indicated very strong interest in more proactive economic development in Mariposa County. 71% of Mariposans indicated they somewhat or strongly supported proactive development with 66% indicating support for light industrial jobs, 80% supporting visitor amenities and things to do, and 92% indicating support for more stores and restaurants. Even so, Mariposa County's approach to development has historically focused on supporting businesses and developers through regulatory processes rather than developing incentive programs. This way of doing business suggests that economic development would be better housed within the planning department.

In 2019, the Board recognized the growing need for additional housing and allocated a new position for a housing development specialist. This position was located in the administration department to ensure connection with resources and indicate the importance of housing as a top priority. Since that time, the County has facilitated development of our first multifamily housing construction in 24 years, established our first housing trust fund, studied the impact of short-term rentals on our community, received grants to support first-time homeowners and housing remodels, and promoted housing development with a variety of other projects and activities. All of these activities required extensive coordination and collaboration with development services and especially the planning department.

Both the economic development specialist and the housing development specialist have recently taken

promotional opportunities, With an opportunity to evaluate the future of these positions, and in the context of the 2019 Health and Human Services Agency consolidation that leveraged synergies to expand its ability to efficiently offer a wider range of services to the community, staff is interested in aligning these functions within the development-focused planning department. This action would enhance development-oriented synergies while also allowing administration to focus more intentionally on internal services like human resources, technical services, and purchasing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Economic development has been housed in the administration department for many years. After a decade of dedicated service, the previous employee in this role took a promotional opportunity in another community in August 2023.

The housing development specialist started working for the County in September 2019. The previous employee in this role accepted a promotional opportunity within the County in October 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Amend the request to transfer only one position. Staff will need direction on how to proceed.

Do not approve. Administration will move forward with recruitment(s) and continue to supervise and provide direction to these staff.

FINANCIAL IMPACT

Because both administration and planning departments are supported by the General Fund, there is no financial impact to this action.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-585

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Second Amendment to Agreement with Baird and Driskell Community Planning for Additional Services Associated with the Motherlode Region ADU Workbook and Additional Compensation of $12,383.13 for a new Amount not to Exceed $317,483.13; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with Baird and Driskell Community Planning for Additional Services Associated with the Motherlode Region ADU Workbook and Additional Compensation of $12,383.13 for a new Amount not to Exceed $317,483.13; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment adds deliverables to the project mostly associated with launch and marketing materials including development of outreach summaries, hiring a public relations firm, designing and printing 1600 tri-folds, and providing additional workbook revisions. These additions to the scope will also increase the compensation by $12,383.13. The additional cost can be covered by the project grant, which will be exhausted as the work in this amendment is completed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mother Lode Region ADU Workbook is a collaborative effort between Nevada, Amador, Calaveras and Mariposa Counties to make legal development more palatable and increase development of workforce housing. The materials produced though this process will inform residents about the steps they can take to develop an accessory dwelling unit (ADU) on their property. Mariposa is the lead county responsible for administration of this project.

Deliverables include development check lists, examples of legal building types, examples of manufactured housing vendors, examples of site development expenses, contractor list, information on return on investment, financing strategies and now an ADU plans gallery, ADU calculator and ADU website. This project also includes a research component in order to connect with housing innovators who would be willing to work in the region. A hard copy and digital booklet will be produced for this effort and accompanied by a social media outreach and education campaign.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

On January 26, 2021, the Board approved Resolution 2021-37, an application for a Regional Early Action Planning (REAP) grant in the amount of $60,758.

On February 15, 2022, the Board approved a Request for Qualifications (RFQ) for completion of the Mother Lode Region ADU Workbook.

On May 3, 2022, the Board approved a Memorandum of Understanding (MOU) with Nevada, Amador and Calaveras Counties for the completion of the Mother Lode Region ADU Workbooks. In the MOU, each county committed their respective REAP award amounts totaling $344,478.

On October 11, 2022, following the completion of the RFQ competitive selection process, the Board approved an agreement with Baird and Driskell in an amount not to exceed $264,000.

March 14, 2023, the Board approved the first amendment to the agreement with Baird and Driskell adding additional scope for a website to support the Mother lode ADU project not to exceed $305,100.

Negative action would result in unspent grant funds and a delay in project completion.

FINANCIAL IMPACT

Project is funded by grant funds and there are sufficient dollars available in the grant.

ATTACHMENTS

1. **MLADU 2nd Amendment**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED WITH MOTHER LODE ADU WORKBOOK

THIS SECOND AMENDMENT: is made and entered into this _____ day of November 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as ("County,") and, Baird and Driskell Community Planning also known as Community Planning Collaborative ("Contractor"), hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 11th 2022, wherein Contractor agreed to provide professional services; and

WHEREAS, County and Contractor have heretofore agreed to enter into a first amendment to that Agreement dated March 14th 2023; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work as noted in Exhibit A;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation as noted in Exhibit A;

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

Paragraph 2, "SERVICES," is hereby amended to provide that Contractor agrees to provide the following additional services; develop out-reach summaries, Hire PR firm, Design, print and ship1600 trifolds and provide additional revisions of the workbook.

Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $12,383.13 will be added to the amended amount of $305,100, making the total compensation paid to Contractor the not to exceed amount of $317,483.13.

Except as herein amended, the Agreement dated on the 11th of October 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Josh Abrams, Principal Baird and Driskell AKA Community Planning Collaborative

APPROVED AS TO FROM
Steven W. Dahlem, County Counsel

_____

BAIRD + DRISKELL
COMMUNITY PLANNING

Updated Scope 10.11.23

Mother Lode Region ADU Workbook

Deliverables

1a. Refine Project Plan and Coordination –Hold initial conversations with project partners to further customize the workplan and identify a communication plan. We will then lead a kickoff scoping meeting with jurisdictions, county representatives and other identified stakeholders to discuss the project goals, approach, timeline, and thoughts on engagement strategies. Although we bring a lot ADU content knowledge and models for how to collaborate to the table, we are humble and will look to attendees as project partners who understand the local context to help us tailor our work, so it is relevant. Based on input, we will finalize scope. We then propose meeting every other week with project representative(s) to ensure the project is running smoothly.

- **Hold Kickoff meeting**
- **Finalize scope, tasks, and timeline**
- **Conduct on-going project coordination**

1b and 1c. Develop Outreach Plan and Conduct Engagement - Work with the project team to finalize the outreach plan. Using a community participatory model from the start, we will develop activities to hear from a diversity of local groups early in the process. What we hear will inform the development of the guidebook, related materials, and launch events. Those we speak to could include contractors, designers, those who have built ADUs, real estate professionals, permit counter staff, and homeowners and residents.

- **Develop Outreach Plan**
- **Conduct outreach** including but not limited to the following activities:
    - Outreach materials for focus groups, survey and landing page launch
    - Online and paper survey
    - Interviews with realtors, builders and other professionals in the ADU space
- ***Develop Outreach Summaries*** *based on results of focus groups and survey.*
- ***Hire PR Firm*** *to amplify what ADUs are, launch of Mother Lode ADU and launch event. Determined after hearing from focus group participants.*
- ***Design and print 1600 trifolds*** *(workbook printing moved to new contract for October - November time frame)*
- ***Print and ship 1200 trifolds*** *to Amador, Calaveras and Nevada counties*
- ***Design and Print launch and on-going event materials*** *including banner and 8 36x48 information and activity boards*

- **Hold launch events** including up to 4 in-person (1 per county) or a mix of in-person and virtual
  - *4 BOS Presentations including PPT*
  - *1 Mariposa County Fair in-person event including a resource and project summary handout, reusable banner with logos from all 4 counties, instructions for using the Can I Build Tool and ADU Calculator, some attention grabbing signs for entry, and a variety of 36x48 posters including 2 activities, 1 resource and project summary, 2-4 of spotlights and prefab plans, with lots of photos.*

2. ADU Workbook – A 40-page guide for homeowners that walks them through each step of the ADU process, from thinking about it to move-in. Written in clear and accessible language that explains state and local rules, the permit process, budgeting and finance options, construction requirements, who to contact, and potential fees. We will develop one customized version for each of the four counties. Workbooks will share general chapters, like budgeting and finance but have customized rules and process sections. Includes helpful exercises to guide owners through decisions, like understanding what they can build and questions to ask a planner and hiring a team, as well as an FAQ, glossary and ADU Process Graphic and Important Information Handout, summarizing steps and resources from the workbook. Also includes 4 print stories from across the region and 2 video stories (with photos and floorplans) of successful ADU projects that tell the story of homeowners, why they built their ADU and how it has helped them. We will work closely with the project team and county reps to identify best strategy to outreach to those who have built ADUs or are in the process.

- **Develop a county-specific ADU Workbook for each of the four counties** with customized sections as needed (local rules and application/permit process)
- **Develop related materials based on Workbook**, including:
  - Exercises
  - FAQ
  - Glossary of ADU terms
  - Process Graphic and Important Information Handout (4 county-specific handouts and one template for incorporated jurisdictions)
- ***Provide additional revision of Workbook*** *for each of the 4 counties*
- **Develop 3-4 print stories**
  - Finalize recruiting materials and announcements for counties
  - Run recommendation and selection process
  - Interview participants
  - Draft print stories
  - Work with photographer to edit and finalize

    - *Develop additional 5 Tips from a CE Officer and Realtor content*
- **Develop 1-2 video stories**
    - Finalize recruiting materials and announcements for counties
    - Run recommendation and selection process
    - Interview participants
    - Coordinate filming with participants and videographer
    - Work with videographer and to edit and finalize
- **Provide 3 digital PDF versions of final Workbook** (full-color for professional printing, full-color for digital viewing, black & white for at home printing); In-Design files are also available upon request
- **Print and Ship Guidebooks** - Print 50-100 Guidebooks per county at a cost of $12 per book including tax and shipping to each for the 4 counties
- **Provide Word and PDF final versions of all handouts**

3. ADU Development Checklist – A checklist and graphic to guide homeowners through the ADU process, from thinking about it to COP, using examples from the state toolkit and easy-to-understand illustrations where applicable.

- **Develop a county-specific Development Checklist for each of the four counties**

4. Contractor List – Work with the project team and county reps to collect any know contacts, conduct outreach with the regional building community, then develop a contact list of licensed contractors working in the region on ADUs. If available, we will include estimate ranges for different ADU types like new, conversion and prefabricated. This list can be provided to the community as a resource for homeowners. *List will be for informational purposes only and maintained annually by the participating jurisdictions.*

- **Develop Contractor List for the region for website**

5. Prefab Units – Work with regional building community to identify, develop and include examples for the Workbook, including summary or estimate costs, definitions, and explanations.

- **Finalize *4-6 Prefab Unit plans* for inclusion in Workbooks and Prefab Plans Gallery**

6. Incentives and Finance Strategies – Examples of various programs to promote the development of ADUs as well as incentivize homeowners to rent their ADUs at affordable levels. The goal would be to identify which programs, through research and interviews, have the most promise for the region and flesh out a basic overview of options. It will be important to balance incentives with requirements, program management and monitoring, and existing networks and processes, as well as consider potential incentives for owners of existing ADUs.

- **Develop Affordable ADU Incentives and Strategies memo for the region**

7. Promotional Materials – Flyers, handouts, announcements, and/or copy and graphics for newsletters/social media promoting the workbook and related materials.

- **Provide customized print and digital materials as decided by project team** (all launch events in Word and PDF, and one set of templates in Word that are easily editable for incorporated jurisdictions as well as future events)
- ***Develop tri-fold*** *including overview of what are ADUs/JADUs, their benefits and tips from a CE officer and realtor developed through interviews post focus groups.*

8. Address Lookup Tool – Bring on City Systems to customize their existing ADU address lookup tool so homeowners can enter their address and understand the rules about building an ADU that apply to them across all four counties. The tool will examine existing zones and standards and generate a custom message for the homeowner listing essential information. As an alternative, we will investigate using Symbium property look up and visualization tool.

- **Collect assessor data and local rules** from project team and county reps
- **Develop Address Lookup Tool**

9. Plans Gallery – Takes the Prefab Units deliverable one step further to include a viewable online gallery. Homeowners will be able to view and compare prefab plans and publicly available ADU plans from other California jurisdictions that have agreed to share them. Homeowners will contact and work directly with companies to customize their plans or address site-specific issues. We would work with the project team and county representatives to define scope, collect inputs, and timeline, and release a local call for submittals if needed.

- **Develop Plans Gallery including 1) prefab plans and 2) LEAP/REAP funded plans from other jurisdictions**
- **Provide guidance to counties on how to set their gallery page up**
- **Includes maintenance for one year**

10. ADU Calculator – An online tool that allows homeowners to explore potential construction costs, taxes, rent, and payback periods based on where they live and the type of ADU they hope to build. It will be mobile and desktop friendly.

- **Customize an interactive ADU calculator for each county for a total of four calculators**. To do so, each county will need to fill out a form providing all costs, fees, and assumptions. We will follow up with staff as needed.
- **Includes maintenance for one year**

11. ADU Website – A companion to the Workbook that includes up to 10 subpages. Integrates ADU exercises and resources throughout, including the ADU Calculator, Can I Build Tool, Plans Gallery, Prefab Units, Summary of County ADU Rules, and Workbook. Will also serve as a touchstone for all outreach events, from focus groups and surveys to launch events. Potential use cases include people learning about ADUs, people considering building ADUs, people who have decided to build an ADU and ADU professionals. The work on the website will be collaborative and iterative, with staff having many opportunities to suggest changes. The website will serve as an excellent foundation for any future work that comes out of the region. Includes domain and back end initial set up and payments for first year (will require on-going annual fee for hosting between $200 and $300)

- **Develop Mother Lode ADU website including domain, website hosting, and necessary backend and plug in applications for first year of operation**
- **Provide onboarding training and videos on how to update**

BAIRD + DRISKELL
COMMUNITY PLANNING

Budget

Tasks	Hours	Cost*	Direct Costs**	Total	Notes
1a. Refine Project Plan and Coordination	80	$14,400	$2,200	$16,600	Finalize workplan, kickoff, on-going coordination. Direct costs for in-person meeting if needed.
1b. Outreach Plan	30	$5,400	$10,000	$15,400	Develop outreach plan and activities. Directo costs for East River PR.
1c. Conduct Outreach	100	$18,000	$4,400	$22,400	Conduct outreach at start of project, throughout as needed and up to 4 launch events at conclusion. Direct costs for advertising, printing, travel for launch/community meeting as needed.
1d. Develop and Print Launch Materials and Trifolds	55	$9,900	$2,000	$11,900	Direct costs for printing and shipping trifolds and launch materials.
2. ADU Workbook	flat fee	$50,000		$50,000	Develop customized versions for each of the four counties. 35k, plus 5k for each additional county.
2b. Spotlight Stories (4 Print and 1-2 videos)	flat fee	$5,000	$12,000	$17,000	Includes recruiting materials, selection process, interviews, identifying and working with photographer and videographer and final versions. Direct cost of $1,500 per print story estimated for photographs and $3k per video.
2c. Print Workbooks	2	$360	$5,123	$5,483	Print between 50 and 100 guidebooks per county, depending on final quote. Initial stimate at $12 each including tax and shipping to each for the 4 counties.
3. ADU Development Checklist	160	$28,800		$28,800	Develop customized checklist for each of the four counties.
4. Contractor List	100	$18,000		$18,000	Develop list for the region.
5. Prefab Units	30	$5,400		$5,400	Outreach to and working with vendors to finalize 4 prefab specs for inclusion in workbook. Hours will depend on preparedness of vendors and how much we need to develop material.
6. Incentives and Finance Strategy	120	$21,600		$21,600	Develop Affordable ADU Incentives and Strategies memo applicable to the region.
7. Promotional Materials	50	$9,000	$2,200	$11,200	Produce materials for each of the 4 counties and template materials for jurisdictions to customize. Direct costs for advertising and printing if needed.
8. Can I Build an ADU?	15	$2,700	$5,500	$8,200	Direct costs to City Systems ($5,500) or Symbium to develop.
9a. Plans Gallery	flat fee	$20,000		$20,000	Develop a website to view/search prefab plans collected through Task 5 and possibly publicly available pre-reviewed plans developed by other jurisdictions through REAP/LEAP funding. Allows homeowners to view and compare.
9b. Plans Program	250	$45,000		$45,000	Supplement designer information as needed, conduct outreach to building officials and designer community, identify and collect LEAP/REAP funded ADU plans for use, reach out to designers participating in existing gallerires to see if they will opt in, write guidance memo on how counties can participate, develop and participate in up to 3 Q&A meetings.
10. ADU Calculator	flat fee	$10,000		$10,000	Develop 4 versions, one for each county, allowing homeowners to estimate construction costs, fees, potential rents and other metrics based on ADU size.
11. ADU Webiste	flat fee	$10,500		$10,500	Regionwide Mother Lode ADU website, including connection to all other tools, resources, Spotlights, rules summaries, and overview of building an ADU from thinking about it to move-in. Companion to workbook.
Total	***992***	***$274,060***	***$43,423***	***$317,483.13***	

*Average hourly rate of $180 per hour
**Includes 10% subcontractor management fee

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-586

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve a Microenterprise Grant for Solid Gold Resource Center in the Amount of $10,000; and Authorize the Auditor to Submit Payment

---

RECOMMENDATION AND JUSTIFICATION

Approve a Microenterprise Grant for Solid Gold Resource Center in the Amount of $10,000; and Authorize the Auditor to Submit Payment.

Pursuant to the Board Discussion on October 17, 2023, staff is seeking approval of a microenterprise grant application received from Solid Gold Resource Center. The Board directed staff to submit a request for approval of a $10,000 grant.

Solid Gold Resource Center operates as a provider of laundry and linen services, retail supplies, guest gift basket delivery, groceries, and more for the local vacation rental industry. The business was launched in September 2022 and the owners are requesting funds to grow capacity. Solid Gold Resource Center will use the $10,000 grant to purchase inventory/materials, equipment/machinery, and to cover vehicle expenses.

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 17, 2023, the Board of Supervisors discussed Solid Gold Resource Center's grant application for $10,000 and directed staff to submit a request for approval.

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

The business would not receive funds to assist with launching their business.

FINANCIAL IMPACT

If approved, there would be no impact on the General Fund. The County received a $250,000 CDBG

grant to fund the Micro Enterprise Loan Program.

ATTACHMENTS

1. **Award Letter - Solid Gold Resource Center**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

Mariposa County

DALLIN KIMBLE

County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

November 7, 2023

Kymberli Frederick-Arms & Jeffrey Blalock
DBA: Solid Gold Resource Center
5671 Copper Leaf Drive
Mariposa CA 95338

Dear Ms. Frederick-Arms & Mr. Blalock,

RE: Micro Enterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Micro Enterprise Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. As part of the loan program, $10,000 grants can be awarded to approved applicants.

On Tuesday, October 17, 2023, the Mariposa County Board of Supervisors directed staff to prepare an item to approve a $10,000 Micro Enterprise grant to Solid Gold Resource Center. This letter constitutes notice of the award of Mariposa County Micro Enterprise funds. Upon final approval by the Board of Supervisors, staff will set up an online Supplier Account. This will allow you to receive your grant funding by direct deposit.

Congratulations on your successful application. On behalf of Mariposa County, we hope these funds will help launch your business and thrive in the years to come.

For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246 and Lynn Mattos at lmattos@mariposacounty.org or (209) 742-1230. Mariposa County looks forward to working with you to promote the future success of your business.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-587

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $73,918; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $73,918; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Superior Court is responsible for providing juvenile dependency legal services. They have contracted with Mariposa County on an annual basis to provide these services through the County's indigent defense / public defender legal services agreements. This agreement would pay the County $73,918 for these services based on the anticipated number of juvenile dependency cases.

This agreement also provides for juvenile right-to-counsel legal services also provided through the County's existing agreements. These services address a change in the law that requires legal counsel to be made available for juveniles subject to custodial interrogations. It is anticipated that contracting in this way will also help reduce the prospective caseloads of court-appointed dependency attorneys.

Staff will adjust the budget during balancing adjustments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

22-504 - Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $70,225.62; and Authorize the Board of Supervisors Chair to Sign the Agreement.
22-47 - Approve agreement for $56,454.
20-515 - Approve agreement for $48,793.
19-530 - Approve agreement for $54,019.
18-497 - Approve agreement for $41,897.
17-598 - Approve agreement for $38,070.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve agreement and do not collect $73,918 to support juvenile dependency cases.

FINANCIAL IMPACT

This agreement increases revenue and associated resources available to juvenile dependency cases.

ATTACHMENTS

1. Superior Court Juvenile Dependency FY24

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

AGREEMENT TO PROVIDE JUVENILE DEPENDENCY AND JUVENILE RIGHT-TO-COUNSEL LEGAL SERVICES

THIS AGREEMENT is entered into on November 7, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and the Superior Court of California, County of Mariposa, hereinafter referred to as "**Court**."

WITNESSETH:

WHEREAS, **County** has entered into agreements with Neal D. Douglass, Eugene Action, and Ric Squaglia for public defender legal services; and

WHEREAS, a portion of the public defender legal services rendered are juvenile dependency and juvenile right-to-counsel; and

WHEREAS, it is the responsibility of **Court** to provide juvenile dependency legal services; and

WHEREAS, juvenile right-to-counsel services reduce the caseloads of court-appointed dependency attorneys; and

WHEREAS, **County** and **Court** desire to enter into an Agreement wherein **County** will ensure that juvenile dependency and juvenile right-to-counsel legal services are provided and **Court** will pay **County** for those services; and

WHEREAS, the term of this Agreement will be July 1, 2023, through June 30, 2024.

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **County** agrees to provide juvenile dependency legal services on **Court's** behalf pursuant to the Legal Services Agreement **County** has entered into with the above referenced Attorneys during the term of this Agreement. **County** also agrees to provide juvenile right-to-counsel legal services.
2. **Court** shall pay to **County** the not to exceed amount of Seventy-Three Thousand Nine Hundred and Eighteen Dollars ($73,918) for the term of this agreement.
3. The sum due hereunder shall be paid in quarterly installments of twenty five percent (25%) of the total sum within 30 days of receipt of invoice.
4. Either party hereto may cancel this Agreement upon sixty (60) days prior written notice to the other party.

COUNTY OF MARIPOSA:

_____

MILES MENETREY, Board Chair

ATTEST:

_____

DANIELLE BONDSHU, Clerk of the Board

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIPOSA:

_____

MICHAEL A. FAGALDE, Presiding Judge

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-588

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify the Allocation of $918.08 from the Safety and Freedom Enhancement (SAFE) Grant to 1850 Industries Inc. for Covid-Related Expenses

---

RECOMMENDATION AND JUSTIFICATION

Ratify the Allocation of $918.08 from the Safety and Freedom Enhancement (SAFE) grant to 1850 Industries Inc. for Covid-Related Expenses.

In response to the novel coronavirus pandemic, which simultaneously reduced many business' revenue and added operational costs, the Board of Supervisors authorized the Safety and Freedom Enhancement (SAFE) grant program to reimburse local businesses for out-of-pocket expenses related to the pandemic. The SAFE program provided grants for up to 100% of a local business' capital investment to comply with state and local pandemic mandates and guidelines.

1850 Industries Inc. purchased antigen rapid test kits ($871.65) and thermometers ($46.43) between December 22, 2021, and January 27, 2022. These tests and thermometers were used to ensure that restaurant staff were illness-free and to prevent community spread of COVID-19. Mariposa County's SAFE Program Administrator, Valley Small Business Development Corporation (VSBDC), recommended approval of the funding allocation to reimburse these expenses of $918.08 on June 30, 2023.

The SAFE program was executed as directed by the Board of Supervisors. This item is to inform the board and the public of actions that have been taken and request ratification of those actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 21, 2020, the Board of Supervisors adopted resolution #2020-429 approving the application of a CDBG OTC grant to use existing Program Income to fund the SAFE program.

On July 7, 2020, the Board approved a transfer of revolving loan funds to program income within the Community Development Block Grant. The current program income reuse plan, which authorizes County use of funds for purposes including forgivable loans, was approved in 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would require 1850 Industries Inc.to cover the full cost of their COVID-related expenses.

FINANCIAL IMPACT

This $918.08 grant is from an approved 2020 Community Development Block Grant (CDBG) using

existing program income and will not impact the General Fund.

ATTACHMENTS

1. **1850 SAFE Program Administrator Report_Redacted**
2. **Award Letter - 1850 Restaurant**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Hanna Wackerman Dba: 1850 Industries, Inc.	Business Age: 7 years (84 months)
Address: 5114 Highway 140, Mariposa, CA 95338	Business Legal Structure: S Corp
County: Mariposa	Business Type: Limited Service Restaurant
Contact: Hanna Wackerman	Annual Business Revenue: [redacted] (2019 1120-S Corp)
Phone: [redacted] Fax:	NAICS: 722513
Email: [redacted]	Is the Business Considered Essential: No
Website: 1850RESTAURANT.COM	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for COVID-19 related purchases during the period December 22, 2021 – January 27, 2022. These purchases include COVID-19 Antigen Rapid Test Kits - $871.65 and thermometers - $46.43. The total amount requested for reimbursement is $918.08.	

Review of Submitted Documents to Support SAFE Request For Application #3364 (additional receipts)

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

The 1850 Industries, Inc. belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a written COVID-19 Safety and Health Practices for 1850 Restaurant. The practices cover 1) Stay-at-home policies when sick, tested positive on COVID-19 test, and close contact with persons having COVID-19 symptoms, 2) Use of Masks, 3) Hand Hygiene and Respiratory Etiquette, 4) Adequate Supplies of safety and health items, and 5) Use of Signs and public Messages.

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was [redacted]. A 2019 1120-S income tax return for a S Corporation reported annual revenues of [redacted], averaging [redacted] per month. Net profit was [redacted]. Pre COVID-19 operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is [redacted] versus comparable 2019 net income of [redacted]. As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant applied and was approved for an SBA EIDL loan. The funds for the loan covered a portion of the operating expenses – such as rent, utilities, overhead expenses, supplies, and food items.

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided Amazon order for the items purchased – 45 iHealth COVID-19 Antigen Rapid Test packs – $871.65, 1 No Touch Thermometer for Adults - $18.22, 2 Premium Sterile Digital Thermometer Probe Covers Set of 100 - $20.32, and 1 Oral Thermometer for Adults $7.89. The amount for the listed items is $918.08. Order/tracking forms were available for review.

The applicant indicated that additional items and equipment may be purchased to adhere to the recommended restaurant safety and health COVID-19 protocols for restaurant operations and outdoor dining. The total amount requested for reimbursement (previous and additional items) is $918.08.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is [redacted]. The applicant is projecting 2021 monthly revenues of [redacted]. An in-house prepared Profit and Loss for the period January – December 2020 listed Total Income of [redacted], with a loss of [redacted]. For the calendar year 2020, when allowed 1850 Restaurant operated with 25% capacity restrictions. As of March 22,2021, Mariposa County is in Tier 3 – Orange. Tier 3 allows restaurants to operate at 50% capacity.

RECOMMENDATIONS:

1. Approval of SAFE grant amount of $918.08 (if funds available) to reimburse items purchased to comply with recommended restaurant COVID-19 protocols.
2. Applicant provided a detailed plan to comply with COVID-19 safety and health practices.
3. Applicant committed personal resources to modify and continue restaurant operations adhering to California restrictions. The actions of the Applicant demonstrates their strong desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: 6/30/2023

Mariposa County

DALLIN KIMBLE

County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

November 7, 2023

1850 Industries Inc.
DBA: Mariposa Wellness Clinic
5114 Highway 140
Mariposa CA 95338

RE: Award Announcement–Mariposa County SAFE Grant
Application #: 3364

Dear Ms. Wackerman,

It is my pleasure to inform you that 1850 Industries, Inc. has been awarded a Safety and Freedom Enhancement (SAFE) Grant for expenses related to the novel coronavirus pandemic. This letter constitutes notice of an award in the amount of $918.08 and reimburses you for purchases of antigen rapid kits and thermometers from December 22, 2021, to January 27, 2022.

Congratulations on your successful application. I hope this reimbursement of funds will support your business and growth into the future. Please feel free to reach out to Will Fassett at wfassett@mariposacounty.org or (209) 742-1246 and Lynn Mattos at lmattos@mariposacounty.org or (209) 742-1230 if you have any further questions. Mariposa County looks forward to working with you to promote the future success of your business.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 2022-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 2022-115.
Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230602 Merced River Trail Final Minutes**
2. **230717 Creative Placemaking Final Minutes**
3. **230906 CCAC #35 Final Minutes**
4. **230918 Creative Placemaking Minutes_FINAL**
5. **AAC Minutes 8.14.23 Final SC**
6. **MCFAC - 2023-09-20_minutes**
7. **Planning Advisory Committee Minutes - August 18 2023 - Final**
8. **Planning Commission 230915 FINAL Minutes**
9. **TAC Meeting Minutes 3-28-23 - Approved**
10. **TAC Meeting Minutes 9-27-23 - Draft**
11. **WAAB minutes 7.27.23 - DRAFT SC**
12. **YWDAC 6.8.23 minutes - Approved**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY
Merced River Trail Community Working Group

FINAL MEETING MINUTES (Approved 9/20/23)

DATE: June 2, 2023
TIME: 2:00 PM
LOCATION: Development Services Conference Room
5100 Bullion Street, Mariposa

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 2:00 PM

   Members Present: Tara Fouch-Moore, Michael Martin, Jeff Jenkins, Susie Clark, Rosemarie Smallcombe, Jessica Thompson, Bill King
   Members Absent: Miles Menetrey
   Excused Absences: Art Baggett, Wendy Brown,
   Visitors:

2. **APPROVE THE MINUTES FROM THE 4/26/23 MEETING:**
   The minutes were unanimously passed.

3. **DISCUSSION ON VISION PLAN ADOPTION PROCESS AND NEXT STEPS:**
   There was a discussion on the recommended post-Vision Plan adoption bylaw revision. Members agreed with the revised bylaws, and Michael Martin moved to recommend to the bylaw revision. Jeff Jenkins seconded the motion and it passed unanimously.

   There was a short conversation about the process of the recommended action-specific subcommittees. Goralnik confirmed that subcommittees will be independent, of staff supervision, but can be supported by staff as needed.

   Members volunteered to serve on the following action-specific subcommittees:
   Michael Martin: Action 2.2, Action 4.1
   Jessica Thompson: Action 4.1, Action 4.2, Action 8.1
   Sue Clark: Action 4.3, Action 4.5
   Bill King: Action 2.4, Action 8.1, Action 5.2
   Jeff Jenkins: Action 5.1, Action 4.3
   Tara Fouch Moore: Action 4.1, Action 4.2, 2.2, Action 8.1

   It was recommended that Art Baggett serve on the subcommittee for Action 1.1.

4. **APPROVE ANNUAL REPORTING MEMO:**
   There was a request to update the reporting memo to reflect the reporting period, which was a typo in the draft.

   There was a discussion on revised formatting for future reporting memorandums to more specifically reflect group purpose, and clarify for the public the intention and direction of this and other planning advisory committees.

Bill King moved to approve the reporting memo, which was seconded by Tara Fouch Moore. Unanimous.

5. **PUBLIC COMMENT:**
   Goralnik provided a reminder on the upcoming Trails Day event at the Mariposa Arts Park on Saturday, June 3.

   Bill King notified CWG members that the Mariposa Trails map of countywide recreational trails was almost complete and would be released soon.

6. **ADJOURN:** The meeting adjourned the meeting at 3:01 PM.

Minutes Prepared by: Mikey Goralnik

MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

FINAL MEETING MINUTES (Approved 09/18/2023)

DATE: July 17, 2023
TIME: 12:00-1:00 PM
LOCATION: DEVELOPMENT SERVICES CONFERENCE ROOM
5100 BULLION STREET

1. **CALL TO ORDER:** Goger called the meeting to order at: 12:03 PM.

   Members Present: June McCrory, Jeanetta Phillips, Gail Dreifus, Adam Burns, Cara Goger, Jackie Baxton, Xav Dubois, Abby Miller
   Excused Absence: Kim Brisack, Erica Wolfsen
   Members Absent:
   Visitors: Hannah Harrison, Steve Engfer, Wendy Brown, Charles Philips, Danette Toso

2. **APPROVE MINUTES FROM 5/16/23 MEETING:**
   The minutes were approved unanimously. X. Dubois abstained.

3. **GENERAL UPDATE/REVIEW OF THE MARIPOSA COUNTY COMMITTEE POLICY, COMMITTEE PURPOSE, AND CONDUCT OF MEETINGS—STEVE ENGFER, PLANNING DIRECTOR:**
   Engfer introduce item and gave guidance from the Clerk of the Board's Office. He discussed the committee's requirement to adhere to the Brown Act and aligning the committee's schedule to ease administrative burden. He introduced the County's template for meeting policies for review and how to create and structure an agenda. He discussed the implications for not following procedures correctly.

   Dubois asked how fluent the committee should be on the Brown Act or if staff will keep the council in compliance. Engfer replied that the staff will keep the council in compliance, but the committee members should be familiar with it. Goger affirmed this as it would help with discussion and adding items to the agenda.

   Miller asked for clarification on what quorum is for this group. Engfer said that it would be 5 for this committee, and an ad hoc committee would be less than 5 and must have a directed purpose. Goger clarified that any ad hoc committee would need to be approved by the board.

   Engfer instructed the committee to review Rosenburg's Rules in the agenda packet and gave a summary of the rules. He discussed how they direct discussion and give guidance to the chair and staff on leading meetings. He gave a summary on what is in the rules.
   Dubois asked how we know how much community input we need. Goger said that is the obligation of the public to attend and speak when public input is asked for. Engfer followed up saying that they can

also submit comments in person or written in. Goger told the committee to look at Roseburg's Rules because it gives guidance on how to move through an agenda item.

Goger asked for clarification if we need to make a determination on Rosenburg or Robert's Rules. It was decided to add that to the next meeting's agenda.

4. **APPROVE A RESOLUTION OF SUPPORT FOR THE MARIPOSA GATEWAY MURALS DESIGN:**
   Goger introduced the agenda item and discussed the location change to the Kiser property. The designs reflect the stakeholder engagement and have been refined through discussions with the tribal council and tribal elders from the Southern Sierra Miwuk Nation (SSMN). Structural and engineering aspects are in discussion with the Historic Sites and Records Preservation Commission. This committee is tasked with review of the design, theme, and concept and adopting a resolution to approve the designs.

   J Philips asked if the tribal council has approved the design and for clarification of why the word "home" was omitted. Goger replied that there will be interpretive materials at the mural location which was important to the tribe for language preservation and education. A discussion began on what level of interpretation is appropriate for this project. Goger said that the interpretation will focus on the SSMN, local plants and animals, and the Mariposa Creek Parkway. It was decided to add the discussion of interpretation materials to another meeting agenda.

   Supervisor Toso asked whether there should be a bear in the "Uchum" mural since the coyote is more closely related to the Paiute. Baxton responded that both the bear and the coyote are significant to the SSMN. Goger said that the SSMN has approved the design. It was decided that the SSMN can provide a letter explaining the elements included in the murals.

   Goger called for a vote on the design and theme. The resolution was approved unanimously.

5. **DISCUSSION AND UPDATE ON THE WORKING LANDS, WORKING ARTISTS PROJECT:**
   Goger discussed the increased community engagement that will be conducted for this project for each art piece. The method for noticing the public of these opportunities is being discussed with each district's supervisor.

6. **APPROVE A LETTER OF SUPPORT TO THE 2024 OUR TOWN GRANT PROGRAM FOR GUIDELINES UPDATE AND SYNTHESIS PROJECT:**
   Harrison introduced the proposed project to the committee. Engfer gave further clarification on the need for this project to synthesize the goals for this committee and the Historic Sites and Records Preservation Commission.

   The letter of support was approved unanimously.

7. **PUBLIC COMMENT:**
   Supervisor Toso emphasized preserving our historic sites.

Miller said that someone has donated a Miwuk dictionary to the library, and everyone in the commission is invited to look at it.
Baxton said that is important to remember all history.
Brown would like consultants to remain local.

8. **ADJOURN:** Goger adjourned the meeting at 1:21 PM.

Minutes Prepared by: Hannah Harrison

MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #35 FINAL MINUTES (Approved 9/20/23)

DATE: September 6, 2023
TIME: 2:00 - 4:00 PM
LOCATION: Board of Supervisors Chambers, 2nd Floor
5100 Bullion Street, Mariposa CA

1. Call to Order and Welcome at 2:06 p.m. by Chair Woblesky.

   CCAC Members Present: Kris Casto, Gabe Edwards, Robert Fox, Ken Melton, Karen Woblesky.

   CCAC Members Absent/Excused: Lydia Clary (on phone), Colleen Rhodes (on phone), Cassandra Beth Scaffidi.

   County Staff Present: Steve Engfer (Planning), Corrina Miranda (Planning).

   County Supervisor Present: Miles Menetrey.

   Public Present: None.

   Chair Woblesky welcomed members, Supervisor, and staff and announced the presence of a quorum.

2. Approve Minutes of CCAC Meeting #34, 8/16/2023

   Members reviewed the minutes and suggested no change.

   Motion by Edwards to approve the minutes as presented.
   Second by Casto.
   Motion passed: 5 ayes, 0 nays, unanimous.

3. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee.

   Chair Woblesky invited public comment. There was none.

4. Informational Update- CCAC Recommendation items to the Board of Supervisors - September 12, 2023. Steve Engfer, Planning Director.

   Engfer addressed two separate sets of agenda items, those for the September 12 Board of Supervisors regular meeting and those for the September 18 special joint meeting to be held with the CCAC. For the 9/12 meeting there are items related to the Abandoned Vehicle Abatement codes previously re-searched and presented by Edwards and the Uniform Code for Abatement of Dangerous Buildings

and other code changes suggested by Clary. All these have been reviewed and approved in concept by the CCAC, but they require additional work by county staff. The presentation to the Board will be in the interest of obtaining Board approval for staff to work on these projects. There are additional matters, including potential Prop 218 implications regarding vehicle abatement fees, and issues regarding the involvement of other departments, also questions as to whether the changes will require full scale code repeal or mere edits, as well as policy questions. Defined deliverables and benchmark dates need to be identified. The 9/18 agenda was touched on. No public input offered.

5. Informational Presentation- County Code Compliance Team- Categorization of Cases- Update- Corinna Miranda, Presenter.

   Miranda described some aspects of what code staff has been doing regarding cases evaluation and categorization. Stated that processes involving public engagement are planned for October. Letters will be sent. Answered Woblesky's question about the number of open cases, which she said is about 400. Stated that 51 are "in the process of mitigating." Stated that 121 are inactive. Has been out in training all last week. Stated that the internal code compliance group has met three times.

6. Discussion Memorandum - CCAC Findings and Recommendations to the Board of Supervisors.

   Chair Woblesky introduced this item. Engfer stated that this version of the memorandum is the one that was approved for presentation. Woblesky stated since this item and agenda item #7 both involve discussion points for the 9/18 joint special meeting with the Board, we should discuss them together. She further suggested that she thought that it would be effective for the 9/18 meeting with the full Board to proceed much as the meeting attended in May by Supervisor Menetrey. She clarified that a focus on 2019-218 was never the CCAC's mission when the committee was created. Fox offered that he believes we should take a little time to explain that Code Amendment 2019-218 should be discarded for good reasons. Edwards agreed and pointed out that the proposed agenda for 9/18 includes such a discussion as agenda item #3. Further discussion ensued with contributions by most members present. No public input was offered.

7. Discussion and preparation, finalize discussion points/agenda items for upcoming Board of Su-pervisors meeting with the CCAC on September 18, 2023.

   See above, #6. The two items were combined.

8. Discussion/Possible Action re: Future CCAC Agenda Items and Priority Identification and Focus for Remainder of 2023. Next CCAC Meeting is scheduled for September 20, 2023. (Meeting #36)

   All agreed that the meeting on 9/20 should be a review of the matters discussed on 9/18.

9. Adjourn 4:00 P.M.

   Motion by Edwards to adjourn.
   Second by Casto.
   Motion passed: 5 ayes, 0 nays, unanimous.

Minutes submitted by Colleen Rhodes, CCAC Secretary

MARIPOSA COUNTY
Creative Placemaking Strategy Advisory Committee

FINAL MEETING MINUTES (Approved 10/16/2023)

DATE: **September 18, 2023**
TIME: **12:00-1:00 PM**
LOCATION: **IN-PERSON**
Development Services Conference Room
5100 Bullion Street, Mariposa CA 95338

1. **CALL TO ORDER:** Goger called the meeting to order at: 12:01 PM.

   Members Present: June McCrory, Jeanetta Phillips, Gail Dreifus, Ava Burns, Cara Goger, Abby Miller, Erica Wolfsen, and Xav Dubois
   Excused Absence: Kim Brisack, Jackie Baxton
   Members Absent:
   Visitors: Hannah Harrison, Polina Pivak, Alicia Rodriguez

2. **APPROVE MINUTES FROM 7/17/23 MEETING:**
   The minutes were approved unanimously with minor updates.

3. **UPDATE, NEXT STEPS, AND OPEN DISCUSSION ON CPSAC ROLE IN MARIPOSA GATEWAY ELEMENTS PROJECT:**
   Goralnik shared that the Gateway Elements project is moving forward on schedule. The walls for both murals have been prepared, and the muralist is scheduled to begin work on 10/2. It is anticipated to take 6 weeks to complete the two murals. He shared also that the construction work for the Gateway Elements is out to bid, with bidding set to close at the end of September. The hope is that a contract will be awarded in mid- or late-October.

   Goger then led an open discussion with the CPSAC regarding individual members' and the committee's role in the Gateway Elements moving forward. This includes the potential to inform the public about the projects, promote access and understanding of them and their connections to the Mariposa Creek Parkway project, and leveraging the projects to increase knowledge of and connection to the themes reflected in the creative placemaking projects. Ideas included:
   - A walking tour and presentation at the library led by the muralist; the presentation could feature presentations by the tribe (perhaps in coordination with Native American heritage month in November) and Sierra Foothills Conservancy;
   - Considering the opportunities to enhance engagement and education opportunities with augmented reality; Xav Dubois volunteered to spearhead this effort, which could include other technology that notifies users of the downtown Mariposa environment of the presence of these and other features;
   - Permanent signage that provides (or is exclusively) a QR code that links to the Mariposa County Arts Council's website which offers web-based materials, which could be cycled with

and approved by the CPSAC prior to going online; these materials could be prepared in time for review at the October CPSAC meeting;
- Produce materials to support education materials and curriculum for students.

4. **UPDATE ON WORKING LANDS, WORKING ARTISTS PROJECT:**
Goger provided an update on the Working Lands, Working Artists project, including:
    - The stakeholder engagement work for Erica Wolfsen's piece, which included in-person engagement at Banderita Days and a subsequent online survey, has concluded and the artist is working to incorporate feedback as appropriate.
    - The stakeholder engagement work for Jackie Baxton's piece, which will include in-person and an online survey, will kick-off at CoyoteFest.

    These two pieces are hoped to be installed by the end of the year. Meanwhile, this same workflow for the third Phase I piece (by the McGraths) will be initiated at a later date in early 2024, pending input from the District IV supervisor. Work on the Phase II project, which is anticipated to be located in District I and engage with issues related to timber/forestry, is likely to get underway in early 2024.

5. **DISCUSSION ON HISTORIC PRESERVATION, PRESENT TENSE:**
Goger opened up a discussion with the membership regarding the committee's aspirations with regard to pending work to update and coordinate committee active with the Historic Design Review guidelines. This is in the context of the pending application to the Our Town grant for the Historic Preservation, Present Tense project, but also generally in the context of any future funding pursuits for similar scopes of work.

    Goger asked about the respective levels of involvement of the CPSAC and HSRPC in implementing the project if funded. Goralnik responded that, generally, since the project would result in new guidelines to be used by the HSRPC, that committee would likely have a bigger role in the project than the CPSAC would. CPSAC would primarily be involved in the areas of overlap between the revised guidelines and the Creative Placemaking Strategy; CPSAC would also be heavily involved in conceiving and implementing the "capstone project," a creative placemaking project in an area under HSRPC jurisdiction that would demonstrate the new review guidelines/process. The grant application suggests that this project could be an implementation CPS recommendations related to activating the Coulterville downtown environment and the countywide mural project.

6. **PUBLIC COMMENT:**
The committee expressed appreciation to Goralnik for helping to catalyze the committee.

7. **ADJOURN:** Goger adjourned the meeting at 1:02 PM.

Minutes Prepared by: Mikey Goralnik

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

AIRPORT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
August 14, 2023

A. 3:04 pm

Attendee Name	Title	Status	Arrived
Roy Anderson	Chair	Present	2:50 pm
Pat Scoggin	Vice Chair	Absent	
Joe Coho	Member	Present	2:55 pm
Aitor Lomendy	Member	Present	2:50 pm
Gary Friesen	Member	Present	2:50 pm
Ruth Sellers	Member	Present	2:50 pm
Rick Leinhauser	Member	Present	2:50 pm
Milles Menetrey	Supervisor Dist IV	Present	2:50 pm
Shannon Poe	Supervisor Dist II	Absent	
Ron Rohde	Guest	Present	2:50 pm
Tony Borreson	FBO	Present	2:50 pm
Stan Wheeler	Guest	Present	2:50 pm
Andy Ferris	Guest	Present	2:45 pm
Jaye Ferris	Guest	Present	2:45 pm
Rob Binder	Guest	Present	2:55 pm
Jean Dordan	PWD	Present	2:50 pm
Sam Cerveny	PWD	Excused	
Madison Kirkpatrick	Mariposa Gazette	Present	2:50 pm

B. Introductions
Ron Rhodes introduces himself as an interested person in joining the committee.

C. Public Comment
Tony Borreson addressed the topic of hangars and leases, expressing a lack of enthusiasm for constructing new ones due to the reversion clause. Tony proposed an agenda item for the removal of the reversion clause. Portable for 10 years. Down to 4-5 on hangar wait list.

Rick Leinhauser asked about electric planes, Tony explained the airport won't be ready for them for 10-20 years.

DRAFT

D. Approval of Minutes

June 12, 2023, (M) Rick Leinhauser (S) Gary Friesen.

Minutes for April 10, 2023 will be rescinded at the October 9, 2023, meeting to correct statement from Yosemite Skydive.

E. Updates and Reports

1. Airport FBO Report

Tony Borreson mentions two airport closures, one during the Oak Fire. Gary Friesen mentioned the funds from Cal Fire agreement for the firehouse going into the enterprise fund. He would like Public Works to confirm. Tony would like to see the agreement for the firehouse to be a one-year contract verses three year with Cal Fire. Flowage Fees from Cal Fire which they share with the County was negotiated to be $.25 per gallon paying 19 cents to the county airport keeps balance of $.06 per gallon, Tony wants to reiterate that he supports Cal Fire. Gary Friesen asks about other contracts in counties and if we have compared them at all.

2. Safety concerns:

There is a new policy for airports without a control tower which is referred to as AC9066C. Grass vs rocks on the runway, rocks cause damage to propellers which are extremely expensive. Would planting grass resolve the issue? Tony Borreson thanked the county for cleaning the swamp coolers and replacing lights in terminal.

3. Public Works Report

Jean Dordan read a report from Samuel Cerveny.

Tank inspection: ultrasonic thickness testing and pressure testing were performed on August 3, 2023. The tank passed testing and was found to be in generally good working order. Items noted in the inspection were the lack of overfill protection and the need for painting of the tank. Project cost will be covered using CARES Act funds.

Facilities division has been diligently attempting to obtain quotes for the upgrades and painting of the fuel tank from US Fuel since May 19, 2023, and

from West Star Environmental since June 22, 2023. It has proven challenging just to obtain quotes for the work.

Balances for CARES, CRSSA, and ARPA Act Fund Projects: CARES, approximately $12,500, CRSSA $13,000, ARPA $32,000.

Projects:
Installation of new carpeting in the terminal: $10,600. Replacement of all siding, trim, and fascia of terminal building: $7,525. This cost is for materials only. Labor will be performed by Facilities and will not be charged against airport or relief funds. Repair/Replace rear deck railing of terminal building: $925. This cost is for materials only. Labor will be performed by Facilities and will not be charged against airport or relief funds. Seal rear decking of terminal building: $500. This cost is for materials only. Labor will be performed by Facilities and will not be charged against airport or relief funds. Fuel tank painting: quote pending. Fuel tank overfill protection: quote pending.

Airport Layout/Capital Improvement Plan Updates: RFP to be issued.

The website will be updated incrementally over the next several months.

Oil tank can be put back into service. FBO and Public Works will need to determine disposal rate and costs share. Tank must be properly labeled prior to use.

F. Discussion Items

G. Next Meeting
Next meeting scheduled for October 9, 2023 at 3:00 pm

H. Adjournment
Meeting adjourned at 4:03 pm

Respectfully submitted,

Jean Dordan, Executive Assistant

Mariposa County Fire Advisory Committee
Minutes, September 20, 2023

1. **Roll Call**
   Alison Deak, Steve Ward, Chris Bernard, Will Fassett, Barbara Cone, Ashley Nebeker, Erin Capucino, Jorge Pacheco, Melinda Barret, Hannah Harrison, John Patton, Glenn Cahill, Wes Smith, Raquel Sandoval, Christina Decko, Deron Mills, Raini Patterson, Armando Rios

2. **Approval of Minutes: August 16, 2023**
   Motion by Melinda Barrett, Seconded by Barbara Cone, Approved unanimously

3. **Public comment**
   No comment

4. **Regular Agenda: Discussion and Possible Action/Recommendations:**
   a. **Regional Forest and Fire Capacity Program (RFFCP) round 3 funding - Jennifer Hughes/John Patton**
      Sierra Nevada Conservancy has invited Mariposa County to develop an RFFCP grant proposal. The RFFCP is different from other funding opportunities in that SNC has invited Mariposa County to share ideas for grant funding and will work directly with the County to develop the project idea and submit a formal proposal. A total of $11 million is available for funding throughout the region. Length of funding is unclear.

      The RFFCP has two funding focuses:
      (1) Capacity building – requires MCFAC organizations to complete an internal assessment to identify strengths and areas of growth/assistance needed by organizations (i.e., staffing, resources). The recipient organization does not need to be the county and the organization that will submit the proposal will be determined based on the assessment.
      (2) Project pipeline to implementation – would provide $250,000 to scope, design, and plan project. We would need to submit form by October 25th.

      An ad hoc committee is needed for the internal assessment. This could be accomplished by the existing ad hoc committee (Barbara Cone, John Patton, Will Fasset, Melinda Barret, Erin Capucino, and Tara Fouch-Moore with Barbara Cone as lead)

      Action item: John will share the RFP with MCFAC

   b. **CWPP Updates - John Patton**
      Intent: to update the CWPP to be as simple as possible for the public to understand and conduct risk assessments.

      i. **Table 9: share any action updates**
      ii. **Table 9: discussion possible content updates**
      John is interested in updating Table 9 in the CWPP. Some grants will only fund priority projects identified in the CWPP so adding this may make projects more competitive for grants.

Melinda Barrett said that a priority list would be helpful for this and Barbara Cone responded that the CAL FIRE Strategic Plan provides a priority project list.

***** ACTION ITEM: MCFAC members to review Table 9 and send suggestions to John.***

iii. Appendix D - Township and WUI map updates

The CWPP originally looked at 38 WUI communities but decided to move towards communities or "townships" that include WUI area. He is currently compiling all original WUI areas into larger townships and determining a risk rating for the larger township. Some significant mistakes have been found in the data/reporting that are being corrected and the appendix is being updated to be more user-friendly with townships, risk ratings, and a map.

The goals of Appendix D are to (1) gather updatable data for risk ratings through time; (2) recruit township level volunteers in communities trained to conduct survey on behalf of their township; and (3) establish Firewise communities within townships and streamline Firewise community and CWPP assessments.

***** Action item: Send John any resources that could be useful during this process.***

c. Project Priorities Ad Hoc Update - John Patton

The ad hoc committee has been drafting a document with project submission guidance, scoring system instructions, and a scoring system. The scoring system is based off of IRWM and YSRCDC grant scoring systems. This is not meant to decide whether orgs can apply for grants but will be used to support project prioritization for grant submissions. The draft scoring system was shared with MCFAC. Ad hoc committee to continue meeting until next MCFAC meeting and an update will be provided during next meeting.

***** Action item: MCFAC members to review scoring system and send suggestions to John Patton for review by ad hoc committee***

d. Upcoming USDA/CWDG grants

October 31st deadline to submit grant for implementation of project identified within CWPP Table 9. Will and John will submit grant for up to $10 million. Suggestions for grant applications were LiDAR surveys (requested by Steve Ward) and Mariposa RCD's home hardening program (requested by Melinda Barrett).

MCFAC to recommend to BOS to sign letter of support for Mariposa RCD's CWDG grant application. Motioned by Alison Deak, Seconded by Barbara Cone, Approved Unanimously.

e. Discussion of applications for upcoming CALFIRE Grant – Melinda

Mariposa RCD is intending to submit grant for home hardening program (but may pursue CWDG grant instead) and forest health grant with Yosemite to work with tribal crews in Foresta doing road clearing. Mariposa County Fire Safe Council is planning to pursue two grants for (1) Fremont Fuels Reduction near hospital and (2) Lushmeadow Ladder Fuels Project Phase II. During the following round of funding, MCFSC will pursue funding for a fuel break from Shafer Rd to Allred Rd.

f. **Discussion and recommendation for non-mandatory fire inspections. – Ward**
The board is not interested in administering fees for inspections but are seeking recommendations on non-mandatory inspections. Steve is still waiting to hear from fire inspectors about their recommendations. This discussion was tabled until the next meeting.

5. **Updates, Activity Reports and Future Agenda Items**
John Patton – no comment

Melinda Barrett, Mariposa RCD – MB did update some things on Table 9. They have completed 98 home hardening assessments with 12 remaining on the waiting list for the home hardening program. She had created a map with the properties that have received improvement to update the CWPP. CARCD had a workgroup to develop a post-fire playbook and this is being reviewed by Wes Smith. She is still working on getting the grading permit for the biomass plant.

Jorge Pacheco, BLM – Motherlode field office is in transition. Zone FMO retired. Fuels specialist went back to Forest Service. Jorge will be acting as the MCFAC contact for the BLM. Landowners that are interested in expanding defensible space clearance up to 200 ft. on BLM land can work with him to secure a defensible space permit and the District will complete the environmental assessment. Organizations interested in projects on BLM can work with him to submit a project initiation notice.

Erin Capucino, Yosemite/Sequoia RCDC – YSRCDC is still waiting for contract with CAL FIRE for the Boyer Road Fuel Break Project. Raini will take project lead on the project and will attend future MCFAC meetings. Barbara Cone will be hired as a consultant to work to support Raini.

Barbara Cone, Mariposa County Fire Safe Council – MCFSC is having a project tour of the Wagoner Ridge Fuel Break on October 26th. MCFAC members arewelcome to join. They are still waiting on executed contracts for the Bumguardner Ridge Fuel Break and the Lushmeadows Ladder Fuels Project Phase I from CAL FIRE. They completed a community brush/chip day in Fish Camp. Arborworks has been selected as the primary contractor for the Bullion Ridge Fuel Break. MCFSC completed training with Southern Sierra Miwuk Nation on project bidding and contracting. MCFSC banners have been picked up by CA FSC for promotional/fire awareness activities.

Will Fassett, County – no updates

Hannah Harrison, Planning – no updates

Chris Bernard, County Fire – no updates

Steve Ward, County Fire – Two 4x4 water tenders have been delivered. County and CAL FIRE are coordinating equipment for county road clearance with handcrews from Castle. New SCBAs have been delivered. Ranger will be delivered in November. Radios are being updated through other funding sources. OTS grant has been approved to update extrication equipment. New office assistant has been hired to help with training. Public survey recently came out and majority of the community is happy with current service levels and response of fire/EMS but would like to have a better response time even if they had to pay for it. County will start doing town halls meetings on topic.

Glen Cahill, Sierra Tel – Fiber project through town is continuing and is on track to be completed by end of year

Christina Decko, Cal Trans – Cal Trans is expecting to do road clearance in Mariposa County starting in November 2024 on SR-49 between miles 23 and 47.5.

Deron Mills, PG&E – PG&E is moving away from the vegetation management program and is now back into the routine maintenance program to alleviate concerns of landowners about remaining debris. Reach out to Deron if educational materials are needed. PG&E is piloting a program to partner with other organizations on fuels management projects in Tuolumne County. There may opportunities to expand program to Mariposa County and Deron will advocate for this. PG&E is continuing undergrounding lines in the Oak Fire Footprint on Triangle Road corridor this will continue in 2024.

Wes Smith – no updates

6. **Future agenda items:**
    - **a.** Committee member discussions
    - **b.** Ad hoc committee updates
    - **c.** CWPP Table 9 and Appendix D updates
    - **d.** Non-mandatory fire inspections

7. **Adjourn**
   Motioned by Barbara Cone, Seconded by Melinda Barrett, Approved Unanimously

Mariposa County

Mariposa County MINUTES of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
AUGUST 18, 2023

A. Call to Order and Roll Call

Chair McCamman called the meeting to order at 9:01 A.M.

Attendee Name	Title	Status	Arrived
Art Baggett	District I Commissioner	Present	9:00 AM
Warren Gray	District II Commissioner	Present	9:00 AM
Mick Herman	District III Commissioner	Present	9:00 AM
Deni Smith	District IV Commissioner	Present	9:00 AM
John McCamman	District V Commissioner	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Baggett led the pledge.

C. Approval of Minutes

1. Planning Commission - Regular Meeting - July 21, 2023

By motion of Commissioner Smith, seconded by Commissioner Herman, the Planning Commission approved the minutes of July 21, 2023 as presented.

RESULT: **(5 – 0)**
AYES: 5 Baggett, Gray, Herman, Smith, McCamman
NOES: 0
ABSTAIN: 0
EXCUSED: 0

2. Planning Commission - Regular Meeting - August 04, 2023

By motion of Commissioner Baggett, Seconded by Commissioner Herman, the Planning Commission approved the minutes of August 04, 2023 as presented.

RESULT:	**(5 – 0)**
AYES:	5 Baggett, Gray, Herman, Smith, McCamman
NOES:	0
ABSTAIN:	0
EXCUSED:	0

D. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. None.

E. Presentations

1. Informational Presentation- Planning Commission Role

Steve Engfer, Planning Director, presented the role of the Planning Commission with a PowerPoint presentation.

Discussion occurred between Baggett, McCamman and Engfer about role and functions.

F. Commissioner Reports

Commissioners reported that they will be attending the September 15th meeting, Gray will be excused.

Information was received by Engfer.

G. Future Agenda Items

Engfer provided an update on the status and timeline of items previously discussed that can be formally added and discussed at future meetings, such as: Housing Element Update, ADU's, STR Study, Pre-Reviewed Construction Plans, Development Code Update & Community Design & Development Projects. Engfer to meet with PC Chair to set schedule of items.

H. Adjournment

There being no further business, the meeting was adjourned at 10: 05 A.M.

Respectfully submitted,

JOHN MCCAMMAN, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

Mariposa County MINUTES of the Planning Commission

http://www.mariposacounty.org/

ART BAGGETT	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN, CHAIR	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
SEPTEMBER 15, 2023

A. Call to Order and Roll Call

Chair McCamman called the meeting to order at 9:00 A.M.

Attendee Name	Title	Status	Arrived
Art Baggett	District I Commissioner	Present	9:00 AM
Warren Gray	District II Commissioner	Present	9:00 AM
Mick Herman	District III Commissioner	Excused	
Deni Smith	District IV Commissioner	Present	9:00 AM
John McCaman	District V Commissioner	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Smith led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

Public comment was received by None.

D. Approval of Minutes

1. Planning Commission - Regular Meeting - August 18, 2023

By motion of Commissioner Baggett , seconded by Commissioner Smith, the Planning Commission approved the minutes of August 18, 2023, as presented.

RESULT: (4 - 0)
AYES: 4 Bagget, Gray, Smith, McCamman
NOES: 0
ABSTAIN: 0
EXCUSED: 1 Herman

E. Public Hearing

1. PUBLIC HEARING: General Plan/Zoning Amendment (GP/ZA) Application No. 2020-096; Site Plan Review Application No. 2023-064

Chair McCamman opened the Public Hearing. Steve Engfer, Planning Director, introduced the item and requested a date certain continuance to October 06, 2023, on behalf of the applicant so they may evaluate all the comments received on this project.

Clarifications: None.

Public comments were received by Jeff Hornachek, Agent for applicant, KL Water and Land, in support of request to continuance.

By motion of Commissioner Smith , seconded by Commissioner Baggett, the Planning Commission approved the continuance of the General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application no. 2023-064 to date certain October 06, 2023.

RESULT: (4 - 0)
AYES: 4 Bagget, Gray, Smith, McCamman
NOES: 0
ABSTAIN: 0
EXCUSED: 1 Herman

F. Presentations

1. Accessory Dwelling Unit Handbook- Presentation

Engfer introduced Ben Goger, Community Housing Specialist, who presented the Mother Lode ADU with a Power Point presentation.

Discussion occurred between the commissioners, Engfer and Goger Regarding the different types of ADU's, sizes, permitting fees, website, preventative for TOT tax facility, brief review of current regulations for sunset, state and county laws, primary purposes of the land use element in the general plan, available waivers, and pre-engineered plans.

G. Commissioner Reports

McCamman requested to put on the schedule the bicycle issue that came in from the public.

H. Information Items

1. Planning Commission Fall 2023 Schedule

Engfer presented the Commission Fall Sschedule with a PowerPoint presentation.

I. Future Agenda Items

McCamman would like to see the biking issue and joint workshop with the Board of Supervisors.

Baggett would like more information regarding available funds to assist people with the PG&E electrical underground services.

J. Adjournment

There being no further business the meeting was adjourned at 10:33 A.M.

Respectfully submitted,

JOHN MCCAMMAN, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2……....Shannon Poe
District 3…….Danette Toso
District 4……Wayne Forsythe
District 5…….Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Local Transportation Commission
Technical Advisory Committee

March 28, 2023

MEETING MINUTES

In Attendance:
Wayne Forsythe – Chair LTC
Miles Menetry – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning
Lloyd Clark – Caltrans Representative District 10

1. Meeting was called to order by Wayne Forsythe at 11:02 AM.

2. Introductions were made, all committee members in attendance.

3. Motion to approve minutes from September 28, 2022 by means of "Technical Approval", motion was made by Miles Menetrey and seconded by Shannon Hansen. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

4. Motion to approve Technical Advisory Committee Updated Bylaws, motion was made by Shannon Hansen and seconded by Steve Engfer. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

5. Motion to approve Technical Advisory Committee Annual Report 2022 with date correction and addition under Goals & Objectives, motion was made by Shannon Hansen and seconded by Steve Engfer. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

6. Discussion of RTP Update

   -All members of the Technical Advisory Committee will be provided the Draft RTP Update as soon as it is available from Fehr & Peers Consulting Team, to send to Caltrans for comment. ETA for RTP Draft is currently April 26, 2023

   -Lloyd Clark wanted to confirm the Draft provided to them on April 26th will be before the LTC adoption of the Draft and before the Public Comment Period. Jeannie Morvay-Clayton confirmed.

7. Steve Engfer requested we add VMT Policy Methodology for local source reference to our Goals & Objectives for 2023 on our Annual Report. It was discussed that Steve would supply us with information on the VMT and if need be we would have another TAC Meeting before the September 2023 meeting.

8. Meeting was adjourned at 11:15 AM. Next meeting will be September 2023 date/time TBD.

Meeting Minutes for April 28, 2023 Approved, all members voting aye September 27, 2023.

Mariposa County Local Transportation Commission

Commissioners
District 1…….... Rosemarie Smallcombe
District 2……..…..Shannon Poe
District 3……. Danette Toso
District 4……Wayne Forsythe
District 5……. Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Local Transportation Commission (LTC)
Technical Advisory Committee (TAC)

September 27, 2023

MEETING MINUTES

In Attendance:
Wayne Forsythe – Chair LTC
Miles Menetrey – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning
Lloyd Clark – Caltrans Representative District 10

1. LTC-TAC Meeting was called to order by Wayne Forsythe at 10:00 AM.

2. All committee members are in attendance. Determination of a Quorum was made.

3. Motion to approve minutes from March 28, 2023, was made by Miles Menetrey and seconded by Steve Engfer. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

4. Jeannie Morvay-Clayton updated the committee members on the Regional Transportation Plan (RTP) 2024. LTC adopted the RTP on September 19, 2023, and Notice of Determination (NOD) was recorded with the County Clerk's Office on September 22, 2023, and sent to the State Clearing House Exchange.

DRAFT

5. Steve Engfer talked with the committee members about Vehicle Miles Traveled (VMT) Threshold and how it relates to Mariposa County. Currently we've been using the State numbers and comparing them with Tuolumne County's numbers as a guideline for our County. The next step is to draft our own policy for adoption by the LTC.
   Steve will create a draft VMT Threshold Policy ready for review by the committee at our next meeting.

6. Recommendations for the LTC-TAC Goals for 2024 were discussed.
   -Safety with regards to intersections needing turn lanes and intersections needing better lighting,
   -Safety with regards to sidewalks for bicyclists and pedestrians
   -Comments were made about reducing Green House Gas (GHG) by providing safer travel for bicycle and pedestrian traffic being looked at with the Active Transportation Plan (ATP) currently being developed.
   -Discussion about developers coming into the County being required to provide improvements such as sidewalks adjacent to their developments.
   -Currently working on agreements with Caltrans for maintenance of sidewalks installed along state highways as part of new developments.
   -Lloyd Clark will provide the committee with Caltrans' contacts to help facilitate the creation of the sidewalk maintenance agreement being developed.

7. Meeting was adjourned at 10:33 AM. Next meeting will be November 29, 2023, at 10:00 AM.

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MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

WATER AGENCY ADVISORY BOARD

ACTION SUMMARY MINUTES

July 27, 2023

A. 3:00 PM Called to Order

Attendee Name	Title	Status	Arrived
John McCamman	Chair	Present	3:00 pm
Art Baggett	Vice Chair	Present	3:00 pm
Sam Cerveny	Deputy Director - PWD	Present	3:00 pm
Sonny Palmer	Member	Present	3:00 pm
Mark Rowney	Member	Excused	
Mike Martin	Member	Present	3:00 pm
Mike Guenther	Member	Present	3:00 pm
Matt Hespenheide	County Engineer	Present	3:00 pm
Shannon Poe	Supervisor District II	Absent	
Danette Toso	Supervisor District III	Excused	
Steve Dahlem	County Counsel	Present	3:00 pm

B. Introductions

Mike Guenther introduces himself as a new member of the committee representing District II.

C. Public Comment

None

D. Approval of Minutes

May 18, 2023 (M) Mike Guenther (S) Art Baggett

E. Discussion Items

1. Blackwater Consulting Engineers was to be present to go over their RFP titled Draft MID Settlement Water Allocation Scoping Study

The firm did not attend the meeting as planned.

2. Continued discussion of the review of MID settlement payments

County Counsel Steve Dahlem reported that the County received $300,000 dollars in March. Steve Dahlem reports that an RFP was put out to audit the

DRAFT

history of payments from MID to Mariposa County. Two responses were received, Charles River Associates was selected as the responsible bidder.

John McCamman was advised by the Treasurer's Office that there is no interest being accrued and would like to see interest added to the escrow account from the payments received. County Counsel will follow up on the Chair's request.

John McCamman asked Sam Cerveny the status of the water and sewer plants within the county, Sam explained the staff changes of late, the new Plant Operations Manager is identifying the issues within each district and will be using ARPA funds for repairs with no cost to the residents.

John McCamman asked that the Planning Department provide an updated report of figures from the 2006 report.

Mike Martin asked for a copy of the RFP from County Counsel. Mike Martin spokes of the fish hatchery idea and the preservation of steel head trout and the challenges it presents.

F. Next Meeting

Next meeting TBD

G. Adjournment

Meeting adjourned at 3:45 pm by Chair McCamman

Respectfully submitted,

Jean Dordan
Executive Assistant

DRAFT

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
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mariposacounty.org

YOSEMITE WEST DISTRICT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
June 8, 2023

10:00 am

1. 10:04 am Called to Order

Attendee Name	Title	Status	Arrived
Tom Lambert	Chair	Present	10:00 am
Debra Kroon	Vice Chair	Present	10:00 am
Malcolm Neal	Member	Present	10:00 am
Ted Williams	Member	Present	10:00 am
Art Comier	Member	Present	10:00 am
John Mock	Member	Present	10:00 am
Jeff Hornacek	Guest	Phone	10:00 am
John Luthey	Utilities Manager PWD	Present	10:00 am
Shannon Hansen	Director PWD	Present	10:00 am
Melinda Rice	Deputy Director PWD	Present	10:00 am
Sam Cerveny	Deputy Director PWD	Present	10:00 am

2. Introductions

3. Public Comment

4. Approval of Minutes

September 8, 2022 (M) John Mock (S) Malcom Neal. Debra Kroon Abstains.
May 25, 2022 (M) Debra Kroon (S) John Mock

5. Updates and Reports

a. Update on staff transitions over the past year

Director Hansen stated that many changes need to take place within the district. Shannon has been with the County for over 20 years. Deputy Director Sam Cerveny has been with the County since 2019. John Luthey has been with the County for 7 months and in the water and wastewater industry for 27 years. Melinda Rice has been with the County since 2015 in the Fiscal division.

b. Summary of recent emergency repairs and other extraordinary efforts and their costs (i.e. water line breakages, plowing, equipment failures, et cetera)

The invoices copies given to the committee were difficult to read. Road Repair done by George Reed cost of $326,000. Mid Cal pipeline to repair the main and road was $72,000 with a combined amount of $400,000. $42,000 was for the purchase of drinking water. The cost of all of this has been charged as emergency work to FEMA and CalOES.

John Luthey discussed the cause of the water line break and general maintenance issues of the water supply system. The replacement and preventative maintenance procedures of Pressure Reducing Valves (PRVs) was discussed.

c. Finance update, including normal reporting of status of account with a summary historical comparison if available.

Melinda Rice stated that the financials for current year are not up to date but has provided a history of finances and advises that information in Oracle is incorrect. Shannon stated that the financials will be addressed again in September. Ted Williams stated that figures given in the past don't match. The Assistant CAO will attend the next meeting to explain the financial figures, so the committee has a better understanding of the funds with revenues and expenditures. Ted Williams that the fund balance is important for the committee to know.

d. Update on IRWM grant and matching requirements.

Sam Cerveny stated that the grant's scheduled completion date is March 20, 2025. There are matching funds cited in the grant for land acquisition and other needs. However, the inclusion of matching funds was not mandated by the grantor but was offered voluntarily. The County has a new grant writer that will look for grant opportunities.

e. Operations update-flow rates, maintenance issues

John Luthey stated that there is no information on flow rates for January, February, and March due to a server failure in the SCADA System. The clarifier is not in service due to ice damage but will be up and running before winter. The Lowery unit PH level has been offline for over a month, this issue will be fixed within a week. Sludge removal RFP issued; a site walk is planned for next week. The land purchased will be utilized for a new leach line.

f. Update on land acquisition action from Board of Supervisors and any next steps

Sam Cerveny stated the land purchase was just approved by the Board of Supervisors and can now move forward. Per Debra Kroon, it will be a short escrow. $130,000 of ARPA funds will be used for the purchase.

6. Discussion Items

a. Committee input on lessons learned from 2023 winter/spring emergencies.

Tom Lambert praised the prompt response time and effective communication, which helps alleviate concerns among residents and owners regarding the progress of emergencies. Director Hansen emphasized that they are open to suggestions and encouraged everyone to feel free to get in touch.

b. Update on status of rate study and Prop 218 process and discussion of next steps

Melinda Rice stated that the 218 process is currently with the consultant which is Bartle and Wells and should get back to us soon. The committee should be part of the rate proposals.

7. Next Meeting

Next meeting scheduled for September 14, 2023 at 2:00 pm

8. Adjournment

Meeting adjourned at 11:21 am by Chair Tom Lambert

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Accept Resignation and Recognize the Service of Casey Archer on the Law Library Trustees Board; and Appoint Rena Harrison to the Law Library Trustees Board as the President of the Local Bar Association

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Casey Archer on the Law Library Trustees Board; and Appoint Rena Harrison to the Law Library Trustees Board as the President of the Local Bar Association

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Law Library Trustees is governed by California Business and Professions Code Sections 6300-6307 and Mariposa County Code Chapter 2.44. Membership of the Law Library Trustees is constituted as follows: both Judges of the Superior Court are to serve as ex-officio trustees; Chair of the Board of Supervisors is an ex-officio trustee; the District Attorney, County Counsel, President of the Local Bar Association, and up to two residents of the county who are not judges, members of the State Bar Association or members of the Board of Supervisors will serve as voting members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to appoint the two residents of the county to the Law Library Trustees.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **State and County Codes**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 3. PROFESSIONS AND VOCATIONS GENERALLY [5000 - 9998.11] *(Heading of Division 3 added by Stats. 1939, Ch. 30.)*

CHAPTER 5. Law Libraries [6300 - 6363] *(Chapter 5 added by Stats. 1941, Ch. 452.)*

ARTICLE 1. Boards of Law Library Trustees [6300 - 6307] *(Article 1 added by Stats. 1941, Ch. 452.)*

6300. There is in each county of this State a board of law library trustees, which governs the law library established for the county under the provisions of this chapter.

(Added by Stats. 1941, Ch. 452.)

6301. (a) Except as otherwise provided by statute, a board of law library trustees is constituted as follows:

(1) In a county where there are no more than three judges of the superior court, each of those judges is ex officio a trustee. The judges may at their option select only one of their number to serve as a trustee, and in that event they shall appoint two additional trustees who are residents of the county or members of the State Bar.

(2) In a county where there are more than three judges of the superior court, the judges of that court shall elect either four or five of their number to serve as trustees.

(3) Any judge of the superior court who is an ex officio or elected member may, at the judge's option, designate a resident of the county or a member of the State Bar to act for the judge as trustee.

(4) The chair of the board of supervisors is ex officio a trustee, but the board of supervisors at the request of the chair may appoint a member of the State Bar, any other member of the board of supervisors of the county, or a resident of the county to serve as trustee in place of the chair. The appointment of the person selected in place of the chair of the board of supervisors shall expire when a new chair of the board of supervisors is selected, and that appointment shall not be subject to the provisions of Section 6302.

(5) The board of supervisors shall appoint as many additional trustees, who are members of the State Bar, as may be necessary to constitute a board of at least six and not more than seven members.

(b) No more than two law library trustees may be residents of the county who are not judges of the county, members of the State Bar, or members of the board of supervisors of the county.

(Amended by Stats. 2001, Ch. 52, Sec. 1. Effective January 1, 2002.)

6301.1. Notwithstanding Section 6301, in San Diego County the board of law library trustees shall be constituted, as follows:

(a) Up to five judges of the superior court, to be elected by and from the superior court judges of the county. Each superior court judge so elected shall serve a three-year term. In order to maintain overlapping terms, those judges holding office as of the date of unification of the municipal and superior courts of San Diego County shall remain in office until the expiration of their original terms.

(b) The board of supervisors shall appoint up to four attorneys resident in the county to the board of law library trustees, to serve overlapping three-year terms. In order to stagger the appointments, the board of supervisors shall, in January of 1997, appoint one attorney to a one-year term, one attorney to a two-year term, and one attorney to a three-year term; and as each term expires, the new appointee shall thereafter serve three-year terms. At least one attorney appointed pursuant to this subdivision shall be a member of the San Diego County Bar Association.

(c) In the event a trustee cannot serve a full term, the appointing authority for that individual shall appoint another qualified person to complete that term. Interim appointments may be made by the board of law library trustees in

accordance with Section 6305.

(Amended by Stats. 2009, Ch. 332, Sec. 1.1. (SB 113) Effective January 1, 2010.)

6301.5. In any county where there are no more than three judges of the superior court, the board of supervisors, with the concurrence of the majority of the incumbent judges of the superior court, may reduce the number of law library trustees to not less than three members.

(Amended by Stats. 2001, Ch. 52, Sec. 2. Effective January 1, 2002.)

6302. Appointments of trustees which are to be made by the board of supervisors of the county shall be made at the first meeting of the board of supervisors after the establishment of a law library in the county, the appointees to serve until the first meeting of the board of supervisors in the succeeding January. The board shall, at any such meeting in each succeeding January, appoint such trustees to serve for the term of one year.

(Added by Stats. 1941, Ch. 452.)

6302.5. (a) Notwithstanding any other provision of law, in Los Angeles County appointments made by judges of the superior court shall be for a term of four years, and appointments made by the board of supervisors of the county shall be for a term of two years.

(b) The terms of no more than three judge-appointed members shall expire in the same year.

(c) The term of one member appointed by the board of supervisors shall expire each year.

(Amended by Stats. 2002, Ch. 784, Sec. 3. Effective January 1, 2003.)

6303. The office of trustee is honorary, without salary or other compensation.

(Added by Stats. 1941, Ch. 452.)

6304. Each board of law library trustees shall meet regularly each month on such day as it shall appoint, but if it appoint no day, it shall meet on the first Tuesday after the first Saturday of each month, and any board may meet at such other times as it may appoint, at a place to be designated for that purpose. The president of the board may call a special meeting at any time for the transaction of necessary business. A majority of the members constitutes a quorum for business, and an affirmative vote of a majority of the members is required to exercise the powers of the board.

(Amended by Stats. 1945, Ch. 1113.)

6305. A board of law library trustees may remove any trustee, except an ex officio trustee, who is absent from three consecutive meetings of the board, and may fill all vacancies that from any cause occur in the board.

(Amended by Stats. 2009, Ch. 332, Sec. 1.2. (SB 113) Effective January 1, 2010.)

6306. Each board shall appoint one of its number as president.

(Added by Stats. 1941, Ch. 452.)

6307. Each board shall elect a secretary, who shall keep a full statement and account of all property, money, receipts and expenditures, and shall keep a record and full minutes in writing, with the ayes and noes at length, of all proceedings of the board.

Under the secretary's hand, the proceedings may be verified by an official seal adopted and provided by the board for that purpose.

(Amended by Stats. 2009, Ch. 332, Sec. 1.3. (SB 113) Effective January 1, 2010.)

2.44 Board Of Law Library Trustees

2.44.010 Reestablished And Reorganized
2.44.020 Membership
2.44.030 Meetings
2.44.040 Duties--Powers

2.44.010 Reestablished And Reorganized

The Mariposa County board of law library trustees is reestablished and reorganized in accordance with the provisions of this chapter and the provision of the Business and Professions Code of the state.

HISTORY
Adopted by Ord. 169 Sec. 1 on 11/10/1953

2.44.020 Membership

The Mariposa County board of law library trustees is constituted as follows:

A. Both judges of the superior court are to serve as ex officio trustees;

B. The chair of the board of supervisors is an ex officio trustee, but the board of supervisors at the request of the chair may appoint a member of the state bar, any other member of the board of supervisors, or a resident of the county to serve as trustee in place of the chair;

C. District attorney

D. County counsel; and

E. President of the local bar association.

HISTORY
Adopted by Ord. 169 Sec. 2 on 11/10/1953
Amended by Ord. 856 Sec. 1 on 7/6/1993
Amended by Ord. 971 Sec. 1 on 4/2/2002

2.44.030 Meetings

The Mariposa County board of law library trustees shall meet at least once a year or when there is a need to discuss a specific issue on such date as it shall appoint.

HISTORY
Adopted by Ord. 169 Sec. 3 on 11/10/1953
Amended by Ord. 856 Sec. II on 7/6/1993

2.44.040 Duties--Powers

The duties and powers of the Mariposa county board of law libraries trustees shall be as are now, or may hereafter be, provided in the Business and Professions Code of the state.

HISTORY
Adopted by Ord. 169 Sec. 4 on 11/10/1953

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-589

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve First Amendment to the Professional Services Agreement with Wanger Jones Helsley PC to Amend the Term and Amount Not to Exceed; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Professional Services Agreement with Wanger Jones Helsley PC to Amend the Term and Amount Not to Exceed; and Authorize the Board of Supervisors Chair to Sign the Amendment

This Agreement continues the retention of Wanger Jones Helsley PC as the law firm representing the County of Mariposa and its officials and employees in a legal action filed by John Riggs in Mariposa County Superior Court against the County of Mariposa. The complaint alleges denial of substantive and procedural due process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved legal services agreements with Wanger Jones Helsley PC in a number of other matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement and instead retain a different law firm, however, a negative action would result in a breakdown of continuity in the current outstanding matter.

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. **WJH- Riggs 1st Amendment**

VOTE RESULT

RESULT: **Adopted**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe

NAYS: None
EXCUSED: District IV Supervisor Wayne Forsythe

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES, is made and entered into this _____ day of November 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Wanger Jones Helsley PC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 16, 2023 wherein Contractor agreed to provide legal services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the term of the Agreement;

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 7, regarding term and compensation, is hereby deleted.

Except as herein amended, the Agreement dated May 16, 2023 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

WANGER JONES HELSLEY PC

Oliver W. Wanger

Oliver W. Wanger

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Last Revised: 10/16/2023

WANGER JONES HELSLEY PC
ATTORNEYS

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May 16, 2023

VIA UNITED STATES MAIL

Steven W. Dahlem, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
John Riggs, et al. v. County of Mariposa, et al.

Dear Mr. Dahlem:

Thank you for asking our firm to represent the County of Mariposa and David L. Conway, under a reservation of rights, in connection with the John Riggs, et al. v. County of Mariposa, et al. matter. Consistent with our ethical and professional responsibilities, this letter will confirm the terms of this representation.

The value of our services is based upon actual time spent by the attorneys and legal assistants working on your representation. We charge for our time in minimum units of one-tenth of an hour. All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly rate for law clerks and paralegals is presently $140

to $180 per hour. We reserve the right to increase this hourly rate at any time during the course of our representation upon written notice.

We attempt to serve our clients with the most effective support systems available while at the same time allocating the costs of these systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain cost and expense disbursements as described in the attached schedule. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide, whether for budgeting purposes or otherwise, are necessarily only an approximation of potential fees. Actual fees are determined in accordance with the policies outlined above and are often the result of factors beyond our control, e.g., the actions of adverse parties or their attorneys.

Our representation is a matter of mutual consent. Accordingly, you may discharge us at any time and we may withdraw from this representation with your consent or for good cause. Good cause includes breach of the terms of this agreement (including failure to pay all billing statements when due), your refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstance which would render our continuing representation impractical, unlawful or unethical.

When our services conclude for whatever reason, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you along with any of your property or any balance of your funds in our possession.

The term of this agreement shall not exceed three (3) years and the amount of fees and costs shall not exceed $60,000.

We bill monthly. We expect payment within thirty (30) days of receipt of our billing. Outstanding bills not paid within sixty (60) days may be charged monthly interest at the rate of 8 percent per annum or .667% per month.

While I will be the attorney primarily responsible for your representation, I may, if I believe it necessary, have other attorneys or paralegals participate in representing your interests. Although we represent our clients within the bounds of ethics and the law, we cannot guarantee the successful conclusion of any legal matter or the favorable outcome of any legal action.

We maintain errors and omissions insurance which is in excess of the limits which are required by the State Bar for matters of this type.

If you agree to the terms of this letter, please date and sign one of the duplicate originals of this letter and return it to us.

Thank you for giving us this opportunity to be of service. Please feel free to call at any time if you have questions or concerns.

Sincerely,

WANGER JONES HELSLEY PC

Oliver W. Wanger

OWW/dlp
Enclosures

The County of Mariposa agrees to the terms set forth in this letter.

Dated: 5/25/2023

County of Mariposa

By: _____
Jay D. Kimble
County Administrative Officer

Approved as to form:

_____
Steven W. Dahlem
County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $10.00 for delivery
Mileage	65.5¢ per mile (or current IRS rate whichever is greater)
Photocopies	$.15 per page
Postage	Actual Cost
Telephone	Actual Cost
LEXIS NEXIS	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of 8 percent (8%) per annum.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-590

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve an Agreement with Dannis Woliver Kelly to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Dannis Woliver Kelly to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement

This Agreement retains the law firm of Dannis Woliver Kelly to represent the County of Mariposa and its officials and employees in providing general advice and counsel regarding a claim filed by BOP Joint Venture regarding the Oak Fire Structural Debris and Hazard Tree Removal Operations Contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved legal services agreements with Dannis Woliver Kelly.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Other arrangements will need to be made to defend the County and its officials and employees in this matter.

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. **DWK- County of Mariposa Oak Fire Contract- BOP JV**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

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FAX 916.978.4039

BERKELEY
2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

FRESNO
7170 N. Financial Drive
Suite 135
Fresno, CA 93720
TEL 559.388.5802
FAX 559.388.5803

October 6, 2023

VIA EMAIL

Kevin B. Briggs
Assistant County Counsel
County of Mariposa
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338
Email: kbriggs@mariposacounty.org

Re: 2022-2024 Agreement for Professional Services – Dannis Woliver Kelley
Oak Fire Structural Debris and Hazard Tree Removal Operations Contract / BOP Joint Ventures

Dear Mr. Briggs:

Dannis Woliver Kelley is pleased to provide construction related legal services on behalf of the County of Mariposa. For your review and consideration, we attach the Firm's Agreement for Professional Services.

We look forward to assisting the County as needed. Please let us know if you have any questions regarding the legal services agreement. If acceptable, please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Sincerely,

Dannis Woliver Kelley

Stephen L Cali

Attachment

SLC:clb

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on September 29, 2023, by and between the County of Mariposa, hereinafter referred to as Client, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows:

SCOPE OF SERVICES. Client appoints Attorney to represent, advise, and counsel it regarding the dispute with BOP Joint Venture regarding the Oak Fire Structural Debris and Hazard Tree Removal Operations Contract from September 29, 2023, and until the agreement is terminated by Client or Attorney with written notice of termination. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the Client's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, Client agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred seventy-five dollars ($375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to three hundred dollars ($300) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty-five dollars ($265) per hour for Associates; and one hundred thirty dollars ($130) to one hundred ninety-five dollars ($195) per hour for Paralegals and Law Clerks. The rate range for Shareholder Emeritus shall be three hundred ninety-five dollars ($395) to four hundred fifty dollars ($450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Gregory Dannis' hourly rate shall be $450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates and rate ranges specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates listed above. In the course of travel for, or attending meetings with or for Client, it may be necessary for Attorney to work for and bill other clients. If, during the course of representation of Client, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, Client shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. Client further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research and electronic record review platforms (i.e., Westlaw, e-discovery). Any discount received on such services is passed along to Client by Attorney. Client agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of Client or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

Client further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of Client and Attorney, Client may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide Client officials and/or employees with food or meals at Attorney-sponsored trainings or when working with Client officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the Client under this Agreement.

BILLING STATEMENT. Attorney shall send Client a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon Client office's request for additional statement information, Attorney shall provide a bill to Client no later than ten (10) days following the request. Client is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. Client shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

CONSENT TO USE OF E-MAIL AND CLOUD SERVICES. In order to provide Client with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matters stored through such cloud-based services.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college district clients, county offices of education, joint powers authorities, Special Education Local Plan Areas (SELPAs) and other entities throughout California. This includes several entities within the jurisdiction served by the Client. The statutory and regulatory structure of the provision of education services Attorney provides results in many ways in which these entities interact that could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving Client, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to Client. If Client has any question about whether Attorney has a conflict of interest in its representation of Client in any matter, it may contact Attorney or other legal counsel for clarification. In the event that there is a conflict pursuant to the California Rules of Professional Conduct between Client and another client of Attorney within Client's jurisdiction that is not resolvable by waiver(s), Client understands that Attorney may withdraw from providing legal services to Client and in that circumstance, Client does not object to Attorney continuing to represent the other client in the matter that created the conflict.

TERMINATION OF CONTRACT. Client or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

COUNTY OF MARIPOSA

_____ October ___, 2023

Miles Menetrey
Chair, Board of Supervisors, County of Mariposa

DANNIS WOLIVER KELLEY

_____ October 6, 2023

Stephen L Cali
Attorney at Law

At its public meeting of_____, 2023, the Board approved this Agreement and authorized the Board Chair or Designee to execute this Agreement.

California Statewide Automated Welfare System (CalSAWS)

County Purchase MP-01-2022
Mariposa County – Kiosks (Quantity 2) – Revision 1

I. Overview:

Pursuant to Section 4.6 of Exhibit X (Maintenance and Operations ("M&O") Extension) of the Amended Restated and Revised Leader Replacement System Agreement dated August 16, 2019 (the "Base Agreement") between CalSAWS Consortium and Accenture LLP ("Accenture"), Mariposa County ("County") has requested to purchase two (2) kiosks for use in the lobbies of two (2) of the County's existing Managed sites, as further described in this County order form (the "County Purchase"). This County Purchase includes Hardware Charges, Software Charges, and Hardware Support Charges for the new equipment, Administrative Charges for equipment asset-tagging, imaging, and transportation, and Regulatory and Administrative ("R&A") Change Budget Services for equipment configuration, flow design support, and onsite support and training at go-live. Additionally, this County Purchase includes ongoing recurring Technical Infrastructure Services Charges for enhanced central support for the Managed kiosks.

The scope of Revision 1 to this County Purchase is to update the Assumptions, Section II (the "Schedule"), and Section III (the "Total Charges") to reflect that Regulatory and Administrative ("R&A") Change Budget Services will be worked and invoiced in State Fiscal Year ("SFY") 2023/24. This was a net-zero change.

This revision also reflects that ongoing Production Operations Charges are estimated to commence October 1, 2023 based on the revised schedule. It has led to a reduction in Production Operation charges.

The scope of this County Purchase includes the following:

- Hardware Charges
  - (2) HP Kiosk, includes the following:
    - 1 x MicroTouch 22-inch Touch-Projected Capacitive Touchscreen Monitor with internal privacy filter installed (includes 5-year Manufacturer's Warranty)
    - 1 x Boca Lemur-Z 80MMI Kiosk Printer (includes 3 years of Hardware Support)
    - 1 x MagTek Magnetic Stripe Reader, reads DL and CC (includes 2-year Manufacturer's Warranty)
    - 1 x Code Reader 1000 Barcode Reader (includes 4 years of Hardware Support)
  - (2) California State Recycling Fee (per Monitor)
  - (2) HP EliteDesk 800 G6 Desktop Mini PC with Intel CoreT i5-10500T Processor 2.3, 6C, 16GB DDR4 RAM, 128GB PCIe Solid State Drive, Microsoft Windows 10 Professional 64-Bit Operating System (includes 3-year Manufacturer's Warranty)
  - (2) Fujitsu FI-8170 Scanner (Type 1 Scanner), includes 1 year of Hardware Support
  - (2) Print Media (80mm x 645 ft., 8 rolls per case)
  - (1) MicroTouch 22-inch Touch Projected Capacitive Touchscreen Monitor with internal privacy filter installed (includes 5-year Manufacturer's Warranty) (Break/Fix)
  - (1) California State Recycling Fee (per Monitor) (Break/Fix)
  - (1) Boca Lemur-Z 80MM1 Kiosk Printer (Break/Fix)
  - (1) MagTek Magnetic Stripe Reader (includes 2-year Manufacturer's Warranty) (Break/Fix)
  - (1) Code Reader 1000 Barcode Reader (Break/Fix)

  - (1) HP EliteDesk 800 G6 Desktop Mini PC with Intel CoreT i5-10500T Processor 2.3, 6C, 16GB DDR4 RAM, 128GB PCIe Solid State Drive, Microsoft Windows 10 Professional 64-Bit Operating System (includes 3-year Manufacturer's Warranty) (Break/Fix)
  - (1) Fujitsu FI-8170 Scanner (Type 1 Scanner), includes 1 year of Hardware Support (Break/Fix)

- Software Charges
  - (2) Windows 10 Enterprise Upgrade License with Software Assurance
  - (2) McAfee MVISION License – 1-Year Subscription License
  - (2) McAfee Complete Data Protection License – 1-Year Subscription License

- Hardware Support Charges
  - (2) Fujitsu FI-8170 Scanner (Type 1 Scanner) - Additional 3 years of Hardware Support
  - (1) Boca Lemur-Z 80MM1 Kiosk Printer - 3 years of Hardware Support (Break/Fix)
  - (1) Code Reader 1000 Barcode Reader - 4 years of Hardware Support (Break/Fix)
  - (1) Fujitsu FI-8170 Scanner (Type 1 Scanner) - Additional 3 years of Hardware Support (Break/Fix)

- Administrative Charges

- R&A Change Budget Services

- Production Operations Charges
  - Recurring Charges for Technical Infrastructure Services – Enhanced Central Support

<u>Assumptions:</u>

- *General Assumptions*
  - The charges set forth in Section III below (the "Total Charges") are an estimate and are subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final charges will be provided to the Consortium at the time of invoicing.
  - New equipment will initially be delivered to the CalSAWS Remote Depot in Rancho Cordova, California where Accenture staff will asset-tag and image the kiosks. Once those activities have been completed, Accenture will transport the equipment to the County.
  - Taxes for equipment items were estimated at a rate of 8.75% and based on the initial shipping location of Rancho Cordova, California.
  - Shipping/handling charges for equipment items were estimated at a rate of 3.0%.
  - Hardware, Hardware Support, and Administrative Charges will be invoiced in full upon receipt of hardware acceptance.
    - Equipment acceptance must be completed by May 31, 2023 in order for Hardware, Hardware Support, and Administrative Charges to be invoiced to the County for SFY 2022/23, otherwise, these charges will be invoiced to the County for SFY 2023/24 and will require a revision/amendment to this County Purchase.

- Software Charges will be invoiced upon receipt of the software, as software will be electronically delivered by the software vendor.
- The Consortium will retain ownership of all software licenses purchased under this County Purchase.
- The Consortium will transfer ownership of all hardware purchased under this County Purchase to the County, however, the equipment will continue to be CalSAWS Managed equipment.
- Financing is not available for equipment, including those that are capital assets (i.e., items with unit prices exceeding $5,000).
- The kiosks on this order are intended for use in the lobbies of two (2) of the County's existing Managed sites. The table below lists the address of each site and the total quantity of Managed kiosks that will be deployed at each site.

Site Address	Quantity of Managed Kiosks	Total Kiosks
5362 Lemee Lane, Mariposa, CA 95338	1	1
5026 Broadway Road, Coulerville, CA 95311	1	1
	2	**2**

- After installation, future moves of the kiosks to different County offices would result in additional Administrative Charges and R&A Change Budget Services. These charges would be provided to the County via a separate County Purchase.
- Administrative Charges are included in this County Purchase for Accenture staff to perform the following tasks:
  - Asset-tag, image, and transport two (2) kiosks.
- R&A Change Budget Services will be worked and invoiced on a time and materials ("T&M") basis. Invoices for such charges will be submitted to the Consortium monthly in arrears, and the Consortium will, in turn, invoice the County. R&A Change Budget Services are included in this County Purchase for Accenture staff to perform the following tasks:
  - Provide up to four (4) hours for kiosk configuration. This estimate is based on up to two (2) hours per kiosk for configuration.
  - Provide up to sixteen (16) hours of support prior to deployment of the kiosks to assist the County with its definition and creation of the process flows for the kiosks' initial deployment.
    - This estimate is based on up to eight (8) hours of assistance for the creation of one (1) process flow per site for the two (2) County sites where the kiosks will be deployed. These charges are based on two (2) process flows for the kiosks on this order.
    - Although Accenture assistance will be provided to the County, the County will fully own the responsibility of defining and creating the process flows for the application on the kiosks.
  - Provide up to sixteen (16) hours of on-site support and training following deployment of the two (2) kiosks. The Accenture resource(s) will be available to the County for eight (8) hours per day. This estimate is based on up to eight (8) hours of on-site support and training per site for the two (2) County sites.

- Accenture staff will work with the County to develop a schedule for providing support following approval of this County Purchase.
    - Revision 1 to this County Purchase reflects that R&A Change Budget Services will be worked and invoiced in SFY 2023/24, through May 31, 2024. If the County requests for more hours to be performed during SFY 2023/24 or SFY 2024/25, then a revision/amendment to this County Purchase would be required.
    - Accenture and County will monitor the hours for R&A Change Budget Services and discuss the addition of more hours if necessary. Any additional hours required for R&A Change Budget Services would result in additional charges. These additional charges would be provided to the County in a separate County Purchase.

- The County will be responsible for monthly recurring Technical Infrastructure Services Charges for enhanced central support for the two (2) Managed kiosks on this order.
    - These recurring Technical Infrastructure Services Charges will apply to the two (2) kiosks once deployed and in use and are based on an estimate of up to four (4) hours per month per kiosk.
    - Revision 1 to this County Purchase reflects that recurring Technical Infrastructure Services Charges for enhanced central support are estimated to commence October 1, 2023 and continue through the end of SFY 2023/24, May 31, 2024.
    - These Technical Infrastructure Services Charges will be invoiced on a time and materials ("T&M") basis. These charges are based on an estimate of four (4) hours of support per month per kiosk.
        - Accenture will monitor the hours for enhanced central support and discuss the addition of more hours with the County if necessary. Any additional hours required for ongoing support of the kiosks would result in additional Technical Infrastructure Services Charges. These additional Charges would be provided to the County in a separate County Purchase.
        - Recurring Technical Infrastructure Services Charges will be invoiced monthly in arrears to the Consortium, who will then invoice the County.
    - Enhanced central support for the kiosks includes the following:
        - Service requests would be transferred directly to Level 3 support to analyze, investigate, diagnose, and resolve tickets submitted by the County related to the kiosks.
        - Process support would be provided to the County for any changes or updates to the process flows on the kiosks following deployment.
        - Management and administering of accompanying third-party manufacturer Hardware and Software during the CalSAWS Maintenance and Operations ("M&O") Project would be provided.
        - Regular maintenance activities and upgrades for the Managed devices would be provided:
            - Install and configure software updates and patches.
            - Monitor production devices, including monitoring servers, applications, and webservices.

        - Troubleshoot problems and incidents with the Lobby client and server infrastructure.
        - Provide and maintain application availability.
      - Enhanced central support excludes any enhancements to the CalSAWS custom applications for the kiosks.
    - The County must (1) approve this County Purchase and (2) provide the corresponding approved Advance Planning Document ("APD") from the Office of Systems Integration ("OSI") that supports this purchase by October 13, 2023 in order to proceed with this purchase. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.

- *Assumptions regarding kiosks*
  - The kiosks on this order will include the following equipment:
    - Kiosk enclosure;
    - Desktop computer;
    - Touchscreen monitor;
    - Receipt Printer;
    - Magnetic stripe reader;
    - Barcode scanner;
    - Desktop scanner.
  - This County Purchase includes one (1) of each of the following spare equipment for break/fix purposes:
    - Desktop computer;
    - Touchscreen monitor;
    - Receipt Printer;
    - Magnetic stripe reader;
    - Barcode scanner;
    - Desktop scanner.
  - The County will be responsible for storing the kiosks and kiosk equipment until installation/deployment. The County-provided storage facility must be capable of holding all equipment at the outset of this project.
  - The County will be responsible for choosing the most appropriate location where each kiosk will be placed and used by customers.
    - The location for each kiosk should have accessibility to electrical power outlets.
    - A CalSAWS network jack will be required at the installation site of the kiosks. If a network jack is not available, then the County will be responsible for obtaining one.
    - The County is responsible for all facility-related work including, but not limited to the following: electrical, data/electrical cabling, HVAC, and furniture.
    - This County Purchase does not include any external power strips for the kiosks.
  - The County will be responsible for set up and installation of the kiosks.
    - Due to the size and stability of the kiosks, it is recommended that the County anchor the kiosks to the floor for safety. Additionally, it is also recommended that County anchor the electrical plug to the power outlet to prevent unauthorized plugging.
  - Installation of the kiosks on this order does not include the following:

        - Permits, bonds, and/or fees;
        - Hazardous material abatement;
        - Independent testing fees other than specified;
        - Electronic voice/data connectivity equipment (i.e., network components or phone systems);
        - Network drops to access points;
        - Electrical cabling;
        - Facility remediation;
        - Heating, ventilation, and air conditioning;
        - Battery backup or other type systems;
        - Outside plant conduit installation or repair;
        - Trenching in, restoration of, cutting, or patching of asphalt, concrete, or landscape.
    - This County Purchase includes one (1) case of eight (8) rolls of receipt paper for each kiosk. Once this supply has been exhausted, the County will be responsible for the purchase and installation of replacement rolls. The County is also responsible for other consumables for the printer in the kiosks (toner, etc.).
    - The County will be responsible for the purchase and installation of scanner maintenance kits for the scanners for the kiosks on this order.
    - All MicroTouch touchscreen monitors are purchased with five (5)-year manufacturer's warranties from the date of purchase (unless noted otherwise). Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All Boca printers are purchased with three (3)-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All MagTek magnetic stripe readers are purchased with two (2)-year manufacturer's warranties from the date of purchase (unless noted otherwise). No additional hardware support is available for the magnetic stripe readers on this order. Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes.
    - All barcode readers are purchased with four (4)-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All HP desktop computers are purchased with three (3)-year manufacturer's warranties from the date of purchase (unless noted otherwise). Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All Fujitsu scanners are purchased with four (4)-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - No support is available for the kiosk integration/enclosures on this order.
    - All Microsoft Windows 10 Enterprise Upgrade licenses are purchased with Software Assurance agreements from the date of purchase (unless noted otherwise). Once the

Software Assurance agreements have expired, the County will be responsible for funding any refreshes.
    - Microsoft Software Assurance agreements provide key administrator features and security, as well as maintaining up-to-date versioning of the Windows 10 Enterprise product.
- All McAfee MVISION licenses and McAfee Complete Data Protection licenses are purchased with one (1)-year software agreements from the date of purchase (unless noted otherwise). Once the software agreements have expired, the County will be responsible for funding any software renewals.
- The following Performance Requirements set forth in Schedule 7 (Performance Requirements) to Exhibit X (CalSAWS M&O Extension) of the Base Agreement will apply to the kiosks purchased under this County Purchase:
    - Performance Requirement #4 - Monthly Helpdesk Diagnosis Time
    - Performance Requirement #17 - Security Management Requirement
    - Performance Requirement #18 – Security Incident Reporting
    - Performance Requirement #19 – Security Incident Negligence

  Performance Requirements other than those listed above will not apply to the kiosks purchased under this County Purchase.

II. Schedule:

The charges associated with this County Purchase will be incurred during SFYs 2022/23 and 2023/24.

III. Total Charges:

The following table outlines the Total Charges for this County Purchase.

Total County Purchase Charges	SFY 2022/23	SFY 2023/24	SFY 2024/25	Total Charges (Inclusive of Revision 1)	Total Charges (Original Approved)	Variance (Revision 1 to Original Approved)
Administrative Charges	**$1,164**	**$0**	**$0**	**$1,164**	**$1,164**	**$0.00**
R&A Change Budget Services	**$0**	**$6,264**	**$0**	**$6,264**	**$6,264**	**$0.00**
Hardware and Software Charges	**$39,545**	**$0**	**$0**	**$39,545**	**$39,545**	**$0.00**
Hardware Charges	$37,066	$0	$0	$37,066	**$37,066**	$0.00
Hardware Maintenance and Support Charges	$1,693	$0	$0	$1,693	**$1,693**	$0.00
Software Charges	$786	$0	$0	$786	**$786**	$0.00
Software Maintenance and Support Charges	$0	$0	$0	$0	**$0**	$0.00
Production Operations Charges	**$0**	**$9,472**	**$0**	**$9,472**	**$16,576**	**-$7,104.00**
One Time Charges	$0	$0	$0	$0	**$0**	$0.00
Recurring Charges - Production Operations	$0	$0	$0	$0	**$0**	$0.00
Recurring Charges - Technical Infrastructure Services	$0	$9,472	$0	$9,472	**$16,576**	-$7,104.00
Total Charges	**$40,709**	**$15,736**	**$0**	**$56,445**	**$63,549**	**-$7,104.00**

IV. References:

This purchase will be tracked via ServiceNow Request RITM0028702.

V. Attachment 1 to the County Purchase MP-01-2022 – Pricing Schedules – Revision 1

COUNTY PURCHASE APPROVAL

Subject: **County Purchase – MP-01-2022 – Revision 1**

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Mariposa County

By:_____
Printed Name: Miles Menetrey
Title: Chair, Board of Supervisors
Date:_____

Approved As to Form
Mariposa County Counsel

By:_____

Printed Name: Steven W. Dahlem

Title: County Counsel

Date:_____

Notice Address:
5362 Lemee Lane
Mariposa, CA 95338

CalSAWS Consortium

By:_____

Printed Name:_____

Title:_____

Date:_____

Notice Address:
CalSAWS Consortium
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

Accenture LLP

By:_____

Printed Name:_____

Title:_____

Date:_____

1. Charges Summary

Total County Purchase Charges	SFY 2022/23	SFY 2023/24	SFY 2024/25	Total Charges (Inclusive of Revision 1)	Total Charges (Original Approved)	Variance (Revision 1 to Original Approved)
Administrative Charges	**$1,164.00**	**$0.00**	**$0.00**	**$1,164.00**	**$1,164.00**	**$0.00**
R&A Change Budget Services	**$0.00**	**$6,264.00**	**$0.00**	**$6,264.00**	**$6,264.00**	**$0.00**
Hardware and Software Charges	**$39,545.05**	**$0.00**	**$0.00**	**$39,545.05**	**$39,545.05**	**$0.00**
Hardware Charges	$37,065.99	$0.00	$0.00	$37,065.99	**$37,065.99**	$0.00
Hardware Maintenance and Support Charges	$1,692.65	$0.00	$0.00	$1,692.65	**$1,692.65**	$0.00
Software Charges	$786.41	$0.00	$0.00	$786.41	**$786.41**	$0.00
Software Maintenance and Support Charges	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00
Production Operations Charges	**$0.00**	**$9,472.00**	**$0.00**	**$9,472.00**	**$16,576.00**	**-$7,104.00**
One Time Charges	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00
Recurring Charges - Production Operations	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00
Recurring Charges - Technical Infrastructure Services	$0.00	$9,472.00	$0.00	$9,472.00	**$16,576.00**	-$7,104.00
Total Charges	**$40,709.05**	**$15,736.00**	**$0.00**	**$56,445.05**	**$63,549.05**	**-$7,104.00**

* The County will reimburse the CalSAWS Project for all one time and recurring charges for this County Purchase.

Total County Purchase Charges Original Approved	SFY 2022/23	SFY 2023/24	SFY 2024/25	Total Charges
Administrative Charges	**$1,164.00**	**$0.00**	**$0.00**	**$1,164.00**
R&A Change Budget Services	**$6,264.00**	**$0.00**	**$0.00**	**$6,264.00**
Hardware and Software Charges	**$39,545.05**	**$0.00**	**$0.00**	**$39,545.05**
Hardware Charges	$37,065.99	$0.00	$0.00	$37,065.99
Hardware Maintenance and Support Charges	$1,692.65	$0.00	$0.00	$1,692.65
Software Charges	$786.41	$0.00	$0.00	$786.41
Software Maintenance and Support Charges	$0.00	$0.00	$0.00	$0.00
Production Operations Charges	**$2,368.00**	**$14,208.00**	**$0.00**	**$16,576.00**
One Time Charges	$0.00	$0.00	$0.00	$0.00
Recurring Charges - Production Operations	$0.00	$0.00	$0.00	$0.00
Recurring Charges - Technical Infrastructure Services	$2,368.00	$14,208.00	$0.00	$16,576.00
Total Charges	**$49,341.05**	**$14,208.00**	**$0.00**	**$63,549.05**

2. Admin and Services

Administrative Charges			
Task Name	**Quantity**	**Rate**	**Total Charges**
Administrative Charges			
Equipment asset-tagging, imaging, and transportation (per kiosk)	2	$582.00	**$1,164.00**
Insert tasks above here. Do not modify this line.			
Total			**$1,164.00**

R&A Change Budget Services											
		Original Approved			Revision 1						
Task Name	**Quantity**	**Total Hours**	**Hourly Rate**	**Total Charges (Original Approved)**	**Total Hours**	**Hourly Rate**	**SFY 22/23**	**Total Hours**	**Hourly Rate**	**SFY 23/24**	**Total Charges (Inclusive of Revision 1)**
R&A Change Budget Services											
Up to two (2) hours per kiosk for configuration	2	4	$174.00	$696.00	0	$174.00	$0.00	4	$174.00	$696.00	**$696.00**
Up to eight (8) hours of kiosk flow design support prior to deployment of the kiosk based on assistance for the creation of one (1) process flow (per site)	2	16	$174.00	$2,784.00	0	$174.00	$0.00	16	$174.00	$2,784.00	**$2,784.00**
Up to eight (8) hours of onsite support and training at go-live (per site)	2	16	$174.00	$2,784.00	0	$174.00	$0.00	16	$174.00	$2,784.00	**$2,784.00**
Insert tasks above here. Do not modify this line.											
Total				**$6,264.00**			**$0.00**			**$6,264.00**	**$6,264.00**

3. HW and SW

Line	Item Description	Purpose	Quantity	Unit Charge	Hardware	Software	Hardware Support	Software Support	Estimated Tax	Estimated Shipping/ Handling	Total	Totals by State Fiscal Year ("SFY") SFY 2022/23	SFY 2023/24	SFY 2024/25	Total
	Hardware and Software Purchases														
1	HP Kiosk, includes the following: 1 x MicroTouch 22-inch Touch-Projected Capacitive Touchscreen Monitor with internal privacy filter installed (includes 5-year Manufacturer's Warranty) 1 x Boca Lemur-Z 80MM1 Kiosk Printer (includes 3-years of Hardware Support) 1 x MagTek Magnetic Stripe Reader, reads DL and CC (includes 2-year Manufacturer's Warranty) 1 x Code Reader 1000 Barcode Reader (includes 4 years of Hardware Support) (Part #2902-CCC)	Self-Service Kiosk	2	$11,024.22	$22,048.45				$1,929.24	$661.45	**$24,639.14**	$24,639.14			**$24,639.14**
2	California State Recycling Fee (per Monitor)	Self-Service Kiosk	2	$5.00	$10.00				$0.00	$0.00	**$10.00**	$10.00			**$10.00**
3	HP EliteDesk 800 G9 Desktop Mini PC with Intel Core i5-12500T 2.00G 18MB 6 cores 35W, 16GB (2x8GB) DDR5 4800 SODIMM Memory, 256GB PCIe-4x4 2280 NVMe TLC Solid State Drive, Windows 11 Pro 64 Downgrade Win 10 Pro 64 (includes 3-year Manufacturer's Warranty)	Self-Service Kiosk	2	$1,008.82	$2,017.65				$176.54	$60.53	**$2,254.72**	$2,254.72			**$2,254.72**
4	Fujitsu FI-8170 Scanner (Type 1 Scanner), includes 1 year of Hardware Support	Self-Service Kiosk	2	$1,010.00	$2,020.00				$176.75	$60.60	**$2,257.35**	$2,257.35			**$2,257.35**
5	Print Media (80mm x 645 ft., 8 rolls per case) (Part #10007008)	Kiosk Paper Rolls	2	$159.68	$319.37				$27.94	$9.58	**$356.89**	$356.89			**$356.89**
6	MicroTouch 22-inch Touch-Projected Capacitive Touchscreen Monitor with internal privacy filter installed (includes 5-year Manufacturer's Warranty) (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$2,099.39	$2,099.39				$183.70	$62.98	**$2,346.07**	$2,346.07			**$2,346.07**
7	California State Recycling Fee (per Monitor) (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$5.00	$5.00				$0.00	$0.00	**$5.00**	$5.00			**$5.00**
8	Boca Lemur-Z 80MM1 Kiosk Printer (Part #SPRT-07006-LEMURZ) (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$1,666.67	$1,666.67				$145.83	$50.00	**$1,862.50**	$1,862.50			**$1,862.50**
9	MagTek Magnetic Stripe/Card Reader, reads DL and CC (includes 2-year Manufacturer's Warranty) (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$181.48	$181.48				$15.88	$5.44	**$202.81**	$202.81			**$202.81**
10	Code Reader 1000 Barcode Reader (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$783.42	$783.42				$68.55	$23.50	**$875.47**	$875.47			**$875.47**
11	HP EliteDesk 800 G9 Desktop Mini PC with Intel Core i5-12500T 2.00G 18MB 6 cores 35W, 16GB (2x8GB) DDR5 4800 SODIMM Memory, 256GB PCIe-4x4 2280 NVMe TLC Solid State Drive, Windows 11 Pro 64 Downgrade Win 10 Pro 64 (includes 3-year Manufacturer's Warranty) (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$1,008.82	$1,008.82				$88.27	$30.26	**$1,127.36**	$1,127.36			**$1,127.36**
12	Fujitsu FI-8170 Scanner (Type 1 Scanner), includes 1 year of Hardware Support (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$1,010.00	$1,010.00				$88.38	$30.30	**$1,128.68**	$1,128.68			**$1,128.68**
13	Windows 10 Enterprise Upgrade License with Software Assurance (Part # AAA-12379)	Operating System (for Self-Serve Kiosk)	2	$349.93		$699.87			$0.00	$0.00	**$699.87**	$699.87			**$699.87**
14	McAfee MVISION License, 1-Year Subscription License (Part # MV1ECE-AA-FI)	Anitvirus Software (for Self-Service Kiosk)	2	$17.95		$35.91			$0.00	$0.00	**$35.91**	$35.91			**$35.91**
15	McAfee Complete Data Protection License, 1-Year Subscription License (Part # CDBCDE-AA-JI)	Hard Disk Encryption License (for Self-Service Kiosk)	2	$25.32		$50.64			$0.00	$0.00	**$50.64**	$50.64			**$50.64**
	Hardware and Software Support														
18	Fujitsu FI-8170 Scanner (Type 1 Scanner) - Additional 3 years of Hardware Support	Support (for Self-Serve Kiosk)	2	$172.00			$344.00		$0.00	$0.00	**$344.00**	$344.00			**$344.00**
19	Boca Lemur-Z 80MM1 Kiosk Printer - 3 Years of Hardware Support (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$1,043.56			$1,043.56		$0.00	$0.00	**$1,043.56**	$1,043.56			**$1,043.56**
20	Code Reader 1000 Barcode Reader - 4 Years of Hardware Support (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$133.09			$133.09		$0.00	$0.00	**$133.09**	$133.09			**$133.09**
21	Fujitsu FI-8170 Scanner (Type 1 Scanner) - Additional 3 years of Hardware Support (Break/Fix)	Break/Fix Support (for Self-Serve Kiosk)	1	$172.00			$172.00		$0.00	$0.00	**$172.00**	$172.00			**$172.00**
					$33,170.25	**$786.41**	**$1,692.65**	**$0.00**	**$2,901.08**	**$994.66**	**$39,545.05**	**$39,545.05**	**$0.00**	**$0.00**	**$39,545.05**

	SFY 2022/23	SFY 2023/24	SFY 2024/25	Total Charges
Hardware Total	**$37,065.99**	**$0.00**	**$0.00**	**$37,065.99**
Hardware Support Total	**$1,692.65**	**$0.00**	**$0.00**	**$1,692.65**
Software Total	**$786.41**	**$0.00**	**$0.00**	**$786.41**
Software Support Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Estimated Total	**$39,545.05**	**$0.00**	**$0.00**	**$39,545.05**

* The County will reimburse the CalSAWS Project for all charges. The charges associated with this County Purchase should not impact the CalSAWS Project Budget.

4. Production Operat

Production Operations Charges							
Category	Quantity	Unit Charge	Monthly Charge	SFY 22/23 -	SFY 23/24 (9/2023 - 5/2024)	SFY 24/25 (6/2024 - 10/2024)	Total Charges
				0	9	0	
Productions Operations - One-Time Charges				**$0**	**$0**	**$0**	**$0**
None	0	$0.00	$0.00	$0	$0	$0	**$0**
Productions Operations - Recurring Charges				**$0**	**$0**	**$0**	**$0**
None	0	$0.00	$0.00	$0	$0	$0	**$0**
TOTAL				**$0**	**$0**	**$0**	**$0**

Technical Infrastructure Services								
Category	Hours per Month	Equipment Quantity	Unit Charge	Monthly Charge	SFY 22/23 -	SFY 23/24 (10/2023 - 5/2024)	SFY 24/25 (6/2024 - 10/2024)	Total Charges
					0	8	0	
Technical Infrastructure Services Charges - Recurring Charges					**$0**	**$9,472**	**$0**	**$9,472**
Enhanced Central Support - based on an estimate of four (4) hours of support per month per kiosk	4	2	$148.00	$1,184	$0	$9,472	$0	$9,472.00 * **

*The County will be responsible for all monthly recurring Technical Infrastructure Services Charges. Recurring charges are scheduled to commence October 1, 2023 and continue through the end of State Fiscal Year ("SFY") 2023/24, May 31, 2024.
**Enhanced Central Support will be invoiced on a time and materials ("T&M") basis.

	Plan	Design/Build	Break for County Process/Readiness				Post-Implementation Support	
Week	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Process Analyst (Kiosk Configuration)		**0.05**						
Process Analyst (Kiosk Flow Support)		**0.2**						
Programmer (Device Support) - District Offices							**0.2**	

Task Description	**FTE*Weeks**	**Total Hours**	**Hourly Rate**	**Extended Price**	**Quantity**	**Total Charges**
Process Analyst (Kiosk Configuration)	0.05	2	$174	$348	2	$696
Process Analyst (Kiosk Flow Support)	0.2	8	$174	$1,392	2	$2,784
Programmer (Device Support) - District Offices	0.2	8	$174	$1,392	2	$2,784
TOTAL						**$6,264**

Site Address	Quantity of Managed Kiosks	Quantity of Managed FACTs	Total Devices
5362 Lemee Lane, Mariposa, CA 95338	1	0	1
5026 Broadway Road, Coulerville, CA 95311	1	0	1
	2	**0**	**2**

Site Address	Quantity of Managed Kiosks	Total Kiosks
5362 Lemee Lane, Mariposa, CA 95338	1	1
5026 Broadway Road, Coulerville, CA 95311	1	1
	2	**2**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-592

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Pallet PBC in the Amount of $216,000 for Shelter Units and Assembly Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Pallet PBC in the Amount of $216,000 for Shelter Units and Assembly Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On July 18, 2023, the Board of Supervisors approved acceptance of the Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Rolling (ERF-2-R) Grant Award in the amount of $607,336.86. This funding will enable responsive efforts that align with a Housing First approach to support a voluntary transition from the Frank Wilson encampment site to interim emergency shelter, with the subsequent goal of securing permanent housing.

In compliance with the County Purchasing Policy, Health and Human Services implemented a formal competitive solicitation to determine the most qualified provider for shelter units. After a thorough evaluation, Pallet PBC demonstrates the required leadership in rapid response shelter villages. Based in Everett, Washington since 2016, Pallet has constructed 100 villages across the country in 21 states and worked with over 85 municipalities in establishing non-congregate shelter villages that range in size from 6 shelters to 144 shelters.

On-site assembly lead by Pallet field operations will be scheduled upon contract execution. Pallet sleeping cabins are prefabricated at Pallet's factory headquarters and shipped flat-packed in individual panels to be assembled at the designated Project Site. Each sleeping cabin (shelter unit) takes about 1 hour to assemble, resulting in assembling a village of 15 units that will take 1-2 days.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Resolution No. 2023-386 on July 18, 2023, approving the acceptance of the BCSH Grant Award in the amount of $607,336.86.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the agreement runs the risk of forfeiture of the ERF-2-R Grant Award and eliminates a viable solution for shelter.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Pallet Shelter Agreement Pallet PBC - October 31 2023**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

AGREEMENT FOR SHELTER CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of October, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Pallet PBC, 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 October 1, 2023 and terminate on September 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform shelter construction services and assembly 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 $216,000 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 and $2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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, and employees 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, and employees. Any insurance or self-insurance maintained by County, its officers, officials, or employees 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;ASSUMPTION OF RISK

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, and agents, except for volunteers working on behalf of County, 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.

County has elected to use its own employees, agents, or volunteers ("County Parties") to assemble the shelters that are the subject of this Agreement. In doing so, County knowingly and voluntarily acknowledges and agrees that its election to assemble and/or install its own shelters involves risks, including, without limitation, and by way of example only: dangers encountered when assembling or installing the shelters, risks arising out of failing to wear proper safety equipment, failure to follow and adhere to applicable installation or assembly instructions, risks associated with the applicable Project, property loss or damage, bodily injury, death, theft, as well as the conduct, actions, inactions or omissions of any third parties. County hereby voluntarily acknowledges and assumes all risks both known and unknown to County and any County Parties relating in any way to the assembly or installation of the shelters. To the maximum extent permitted by applicable law, County knowingly and irrevocably waives, releases, and discharges any and all claims, liability, losses, costs, damages, or causes of action of any and every kind whatsoever which County may have or has Contractor or any Contractor employee or representative arising out of, or related in any way, directly or indirectly, to County's assembly or installation of the shelters.

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:
Pallet PBC
1930 Merrill Creek Pkwy
Suite A
Everett, WA 98203

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 and goods manufactured 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 or goods manufactured 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.

31. COUNTY OBLIGATIONS

(a) While Contractor will provide the shelters and services set forth herein, County shall be exclusively responsible and liable for: (i) ensuring that all transactions, documents and operations in connection with these Terms, including, without limitation, all operations at the Project Site, are in compliance with all applicable Laws; (ii) procuring and maintaining all applicable permits, certifications, licenses and approvals necessary under all applicable Laws for the delivery and use of all shelters and performance of all services, including but not limited to, consultation with, inspections, and approvals from local building officials and fire authorities regarding site layout and shelter spacing; (iii) cleaning and maintaining the shelters, including, without limitation, by following all user manuals, cleaning instructions and Product manuals provided by Contractor; (iv) ensuring the safety of the shelters (including, without limitation, protecting, monitoring and maintaining all fire extinguishers, smoke detectors, electrical panels, keys, door locks, door handles and entrances to the shelters), the shelter's end users and residents and the Project Site after the completion of the applicable Services; and (v) to the extent County uses its own representatives to perform any assembly or installation of any shelters, the acts, errors, omissions, negligence or misconduct of County and its representatives in connection herewith.

(b) County acknowledges and agrees that it has received and reviewed Contractor's Village Dignity Standards in the form attached hereto as Exhibit C, which is incorporated herein by reference. County agrees that it shall use its reasonable best efforts acting in good faith to comply with, and cause its employees, agents, contractors, volunteers, Project Site managers and service providers (collectively, "**Representatives**") to comply with the Dignity Standards for the Project Site and in connection with its use, maintenance and safety of the shelters. County shall be primarily responsible and liable for any of its Representatives' adherence to the Dignity Standards in accordance with the terms herein.

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	Sammi Anderson, Secretary and VP Pallet PBC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

PROJECT	**(“PROJECT SITE”)** Connections Emergency Shelter - 5069 Saint Andrews Rd Mariposa, CA 95338	**EFFECTIVE DATE: Date Both Parties Have Signed**
	CUSTOMER: Mariposa County, a municipality of California	**PALLET PBC (“PALLET”)**
Contact Name	Mandi Brum	Elizabeth Rugg
Mailing Address	5362 Lemee Lane, PO Box 99 Mariposa, CA 95338	1930 Merrill Creek Pkwy, Suite A Everett, WA 98203
Email Address	abrum@mariposacounty.org	elizabeth@palletshelter.com
Telephone	(209) 742-0807	425-595-4544
UBI/Business License No.		**603 622 031**
Federal Tax I.D.		**8 2 - 1 5 1 6 7 2 2**

Exhibit B

COST PROPOSAL

<table>
<tr><td>Product Purchase and Sale:</td><td></td></tr>
<tr><td>Quantity and Type of Products Purchased:</td><td>
<table>
<tr><th>Product</th><th>Sales Price</th><th>Quantity</th><th>Total Price</th></tr>
<tr><td>Shelter 64 SQF .5" Insulated</td><td>$7,995.00</td><td>12.00</td><td>$95,940.00</td></tr>
<tr><td>Shelter 100 SQF - 1.5" Insulated</td><td>$11,995.00</td><td>3.00</td><td>$35,985.00</td></tr>
<tr><td>120v Electrical Kit w/ 1500w Heater</td><td>$1,399.00</td><td>15.00</td><td>$20,985.00</td></tr>
<tr><td>Air Conditioner and Install Kit - Shelter 64</td><td>$399.00</td><td>12.00</td><td>$4,788.00</td></tr>
<tr><td>Air Conditioner and Install Kit - Shelter 100</td><td>$499.00</td><td>3.00</td><td>$1,497.00</td></tr>
<tr><td>Folding Bunk Bed</td><td>$399.00</td><td>18.00</td><td>$7,182.00</td></tr>
<tr><td>Custom Fit Mattress Pad</td><td>$299.00</td><td>18.00</td><td>$5,382.00</td></tr>
</table>
</td></tr>
<tr><td>Purchase Price for Products:</td><td>Total Purchase Price: _$171,759.00_____</td></tr>
<tr><td>Price for Services</td><td>Shipping: $14,550.00
(2) Assembly Trainings: $12,000.00</td></tr>
<tr><td>Tax:</td><td>$17,352.06</td></tr>
<tr><td>Total Cost:</td><td>$215,661.06</td></tr>
<tr><td>Payment Terms:</td><td>50% total contract cost upon signing, remaining product and shipping cost upon shipping, and remaining cost for onsite assembly services upon completion of those services. Customer shall pay the Purchase Price via wire transfer in accordance with the instructions contained in Pallet’s invoice.</td></tr>
<tr><td>Funding Source:</td><td>State of California Encampment Resolution Funds</td></tr>
</table>

The total amount of the agreement is not to exceed $216,000.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-593

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Medication Assistance Treatment (MAT) Expansion Program Budget ($85,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Medication Assistance Treatment (MAT) Expansion Program Budget ($85,000) (4/5ths Vote Required).

On September 12, 2023 the Mariposa County Board of Supervisors approved the Memorandum of Understanding (MOU) Resolution #2023-478 with Health Management Associates to receive Grant Funding in the amount of $85,000 for Services in Support of the State Opioid Funding Program. This Budget Action will establish $85,000 in Revenue; $85,000 in Expenses within the FY 23/24 Medication Assistance Treatment (MAT) Grant Budget.

Medication Assisted Treatment (MAT) strategically focuses on populations with limited or no Medication Assistance Treatment (MAT) access including rural areas, American Indian and Native Alaska tribal communities' statewide access to Buprenorphine. The main objective of this project is to raise awareness of the benefits of Medication Assisted Treatment during initial intake as well as continued outreach within the jail population.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors approved the Medication Assisted Treatment (MAT) Memorandum of Understanding (MOU) on September 12, 2023 with Resolution #2023-478.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County residents will be unable to take advantage of this opportunity.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3499-401.

ATTACHMENTS

1. **MAT Budget Action**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3499	401	45125	State Revenue/MAT		(85,000)	
3499	401	51111	Salaries		34,366	
3499	401	52101	Retirement-Employer		4,922	
3499	401	52201	Medical Insurance		3,305	
3499	401	52202	Dental Insurance		320	
3499	401	52203	Vision Insurance		76	
3499	401	52205	Life Insurance		68	
3499	401	52208	Medical Insurance Admin Fee		21	
3499	401	52301	Social Security		3,050	
3499	401	52302	Medicare		876	
3499	401	52303	SDI		615	
3499	401	60111	Training/Seminars		15,000	
3499	401	60545	Pharmacy/medications		20,000	
3499	401	80111	Transfer out indirect		2,381	
1001	401	49101	Transfer in Indirect		(2,381)	
1001	401	49101	Transfer in realignment fund 3392			(2,381)
3392	401	80111	Transfer out to 1001-401			2,381
3392	401	60201	Miscellaneous Expense		2,381	
				TOTALS	0	0

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 10/30/23

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

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Proclaim the Month of November, 2023, as "Family Caregivers and In-Home Care Providers Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of November, 2023, as "Family Caregivers and In-Home Care Providers Month"

Family Caregivers and In-Home Care Providers provide enormous value to society. Their services often make it possible for loved ones to remain at home. Caregiving can be tedious, repetitive, physically challenging and emotionally straining. For many caregivers, they sacrifice their own well-being to take care of loved ones. The theme for this year's caregiver awareness month is "Caregivers Connect". In recognition of the dedication of Family Care and In-Home Care Providers, we remind our community of the importance of quality caregivers.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize Family Caregivers and In-Home Care Providers month.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **2023 Family Caregivers & In-Home Care Providers Month**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	None
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

The Mariposa County Board of Supervisors

proclaims

THE MONTH OF NOVEMBER 2023

as

"Family Caregivers and In-Home Care Providers Month"

Family Caregivers and In-Home Care Providers provide enormous value to society. Their services often make it possible for loved ones to remain at home. Caregiving can be tedious, repetitive, physically challenging and emotionally straining. For many caregivers, they sacrifice their own well-being to take care of loved ones.

The theme for this year's caregiver awareness month is "Caregivers Connect". In recognition of the dedication of Family Care and In-Home Care Providers, we remind our community of the importance of quality caregivers.

Dated: November 7, 2023

Rosemarie Smallcombe, District I



Sharmon Poe, District II

Danette Toso, District III

Wayne Forsythe, District IV

Miles Menetrey, District V

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Proclaim the Month of November, 2023, as "Adoption Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of November, 2023, as "Adoption Awareness Month"

When youth are connected to their roots and have positive, supportive relationships with healthy adults, they can build a strong identity. But for approximately 114,000 children and youth waiting to be adopted who are at risk of aging out of foster care, it's difficult to experience these connections when they are separated from their families. This year, during National Adoption Month, the Children's Bureau within the U.S. Department of Health and Human Services urges us to focus on the importance of "Empowering Youth: Finding Points of Connection." This theme emphasizes the importance of providing opportunities and services that connect youth to their backgrounds to support meaningful permanent relationships. Resource parents, adoptive parents, and care providers engage and listen to children and youth to learn from them. We applaud our local resource parents, care providers, and adoptive parents, who work diligently to help children and youth of all ages who need a safe, stable, and loving home. By dedicating a month to this cause, we promote inclusivity and understanding, striving to create a more compassionate and informed society that embraces all forms of family love.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize our resource parents, care providers, and adoptive parents, and the children and youth in need of adoption.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **2023 Adoption Awareness Month**

VOTE RESULT

RESULT: **Adopted**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

The Mariposa County Board of Supervisors

Proclaims the

Month of November 2023

as

"Adoption Awareness Month"

WHEREAS Mariposa County recognizes that all children need love, support, security, and a place to call home; and

WHEREAS Mariposa County acknowledges that when birth families are unable to meet the ongoing needs of children born to them, adoption is the most permanent, loving option; and

WHEREAS, the Children's Bureau within the U.S. Department of Health and Human Services is recognizing the importance of the role everyone has to play in helping youth achieve their permanency goals with this year's theme, "Empowering Youth: Finding Points of Connection;" and

WHEREAS Mariposa County honors the need to listen to and engage youth in all aspects of permanency planning, incorporating youth voices into efforts to achieve adoption for teens in foster care; and

WHEREAS Mariposa County applauds our local resource parents, care providers, and adoptive parents who work diligently to build positive and healthy relationships with youth and open doors to opportunities that once seemed impossible; and

WHEREAS adoptive parents and families who have adopted from Mariposa County's Child Welfare System need and deserve recognition, respect, and support.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the Month of November 2023 as **"ADOPTION AWARENESS MONTH"** in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors on this 7th day of November 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: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Accept the Resignation of Dayna Hannegan from the Mariposa County Commission on Aging; and Recognize her Service

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RECOMMENDATION AND JUSTIFICATION

Accept the Resignation of Dayna Hannegan from the Mariposa County Commission on Aging; and Recognize her Service

Ms. Hannegan has served on the Commission on Aging since her January 2021 appointment. On October 18, 2023, Ms. Hannegan provided notice of resignation from the Mariposa County Commission on Aging via electronic mail. Upon acceptance of Ms. Hannegan's resignation, a Letter of Appreciation will be sent recognizing her service on this important commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously accepted the resignations of past commission members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of acknowledgment to this resignation will create a missed opportunity to properly recognize a member of our community for their dedication, time and efforts.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-594

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CALFIRE) for the Conservation Camp Program; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CALFIRE) for the Conservation Camp Program; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mount Bullion Conservation Camp #39 is jointly operated by the California Department of Corrections and Rehabilitation (CDCR) and CALFIRE. The camp's primary mission is to provide incarcerated hand crews to support local, state, and federal agencies in their response to emergencies such as fires and floods. Camp participants also complete community service and conservation projects year-round.

The MOU establishes parameters by which the County of Mariposa, through Health and Human Services Agency (HHSA), shall submit project proposals to CALFIRE and carry out activities related to the performance of conservation projects, fuel management and or hazard reduction (which could include slash and pile burning). The project addressed in this MOU has the specific purpose of making wood products accessible for low-income individuals and families. The MOU also stipulates that CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with CALFIRE for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the MOU results in HHSA having to undertake a more costly and less viable option to carry out services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **FC-31 Wood Lot**
2. **FC-32 Wood Lot**
3. **DIGEST OF LAWS**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING
FC-31 (Rev. 11/10)
MOU **#4CA3N043** Master Agreement #_____

This Memorandum of Understanding (**MOU**) is made and entered into by and between the California Department of Forestry and Fire Protection (**CAL FIRE**) and **Wood Lot** (**Sponsor**).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE.

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:

   1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.

   2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision, and any special labor requirements to complete such projects.

   3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.

   4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.

B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.

C. Timing

   1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.

   2. Sponsor further recognizes that the resources of CAL FIRE are limited, and the public service conservation work of CAL FIRE may be altered in priority form time to time.

   3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.

   4. The Parties agree that any justified delays by either party shall be excused, and costs caused by such delays shall be borne by the party incurring such costs.

D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.

E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.

F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.

G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.

I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.

J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.

K. Neither party may assign this MOU or any interest herein without the written consent of the other party.

L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.

M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.

N. This MOU may be modified by mutual written agreement of the parties.

O. This MOU takes effect shall remain in effect until **06/30/2024**, unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE

Date: _____

By: _____

Print Name: DAVID IRION

Title: DIVISION CHIEF

Address: 5730 MT BULLION ACCESS RD
MARIPOSA, CA 95338

SPONSOR Mariposa County Health & Human Services Agcy

Date: _____

By: _____

Print Name: Miles Menetrey

Title: Chair, Board of Supervisors

Address: 5246 Spriggs Rd.
Mariposa, CA 95338

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD

FC-32 (REV. 01/19)

MOU #4CA3N043

CAL FIRE USE ONLY	
	PROJECT NAME Wood Lot
	DATE 09/29/2023
	FC-79 CODING AR

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

CAL FIRE USE ONLY

NAME CAL FIRE MT BULLION CAMP	
ADDRESS 5730 MT BULLION ACCESS RD	
CITY, STATE MARIPOSA, CA 95338	
PHONE 209-966-2116	FAX 209-966-6685

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW

INITIAL INSPECTION Yes			
SECURITY FORM PREPARED Yes			
SUPERVISION LEVEL	1	2	3 X
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY

SPONSORING AGENCY

NAME Mariposa County Health and Human Services Agency
ADDRESS 5246 Spriggs Rd.
CITY, STATE Mariposa, CA 95338
PHONE 209-966-6632
FAX
PAGER
COMMENTS: Contact: Diana Ziegenfuss Phone: 209-966-6632 Email: dziegenfuss@mariposacounty.org Contact: Lydia Arre Phone: 209-966-6632 Email: larre@mariposacounty.org

CAL FIRE-CHECKLIST

CAL FIRE USE ONLY

INITIAL INSPECTION Yes
PROJECT NUMBER 4CA3N043
IIPP-2 JOB HAZARD ANALYSIS Yes
IIPP-3 CODE OF SAFE PRACTICES Yes
IIPP-4 JOB SAFETY SURVEY Yes
IIPP-6 EMPLOYEE TRAINING Yes
CEQA/NEPA COMPLETED
FC-31 ATTACHED AND SIGNED N/A
SLASH & PILE BURNING PROCEDURES Yes

PROPERTY OWNER

PRIVATE PROPERTY?	NON PROFIT ORGANIZATION	FORM CAL FIRE-719
☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO

PROPERTY OWNER Mariposa County Solid Waste & Recycling	
ADDRESS 5593 State Highway 49 N	
CITY/STATE/ZIP Mariposa, CA 95338	PHONE 209-966-5165

DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary)

Processing logs into firewood. Handing out firewood once a week from October 2023 to March 2024.

PERIOD WORK CAN BE PERFORMED	ESTIMATED CREW DAYS
Monday-Friday	26
REQUESTED START DATE	REQUESTED FINISH DATE
10/09/2023	06/30/2024
PLANS ATTACHED	
☐ YES ☒ NO	

PROJECT NAME	SPONSOR'S PRIORITY
Wood Lot	N/A
PROJECT LOCATION	
Wood Lot is located at the Mariposa County Solid Waste & Recycling	
	GPS COORDINATES

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Dead trees left behind by various private industry fuel reduction projects are processed into firewood. Firewood is distributed to low-income senior citizens and others in need.

PROJECT SLASH & PILE BURNING PROCEDURES

☐ YES ☒ NO **Predicted Fire Weather Watches or Warnings**
☒ YES ☐ NO **Hazard Reduction Pile Burning Checklist (8100)**
☒ YES ☐ NO **Sponsor has a valid burn permit on site.**
☒ YES ☐ NO **All slash & piles will be consumed or extinguished prior to crew leaving project site.**
☒ YES ☐ NO **Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.**
☒ YES ☐ NO **Notification to agency with fire suppression responsibility for the project burn site.**

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES		
	SPECIAL TOOLS		
	VEHICLE OPERATIONS		
	TECHNICAL SUPERVISION AND LABOR		
	OTHER (DESCRIBE)		

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY	RATE	RATE X ESTIMATED DAYS	TOTAL COST
	Crew = $200/day		$ 0 (Agency Benefit)

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE DIVISION CHIEF	DATE
	CDCR CAMP COMMANDER	DATE
	UNIT CHIEF	DATE

Sponsors Signature	
NAME (PRINT) Miles Menetrey	
SIGNATURE	DATE
TITLE Chair, Board of Supervisors	

CALIFORNIA DEPARTMENT OF CORRECTIONS

Name (Please Print) _____ Position _____

AGENCY _____

DIGEST OF LAWS RELATED TO ASSOCIATION WITH PRISON INMATES

For information and guidance of persons visiting or working with or around inmates of the Department of Corrections, the following is a Digest of Laws and Rules related to association with inmates

1. Warning sign is posted at the entrance to all public and business roadways onto the grounds of the institution, camps, and other department facilities where inmates of parolees are housed indicating that by entering these grounds you consent to the search of your person, property and vehicle.

   Reference: Sections 3173(c), 3288 Title 15, Division 3, California Code of Regulations; Mathis v. Appellate Dept. 28 Cal. App 3d 1039

2. Entry on institution property for unauthorized purposes will be considered trespass as provided in Section 602(j) of the Penal Code. Refusal of failure to leave property when requested to do so by an official will be considered trespass as provided in Section 602(p) of the Penal Code.

   Reference: Section 3289, Title 15, Division 3, California Code of Regulations

3. It is a felony for anyone to assist inmates to escape. Bringing firearms, deadly weapons, explosives or tear gas on prison grounds, or giving inmates firearms, explosives, liquor, cocaine or other narcotics or any kind of drugs, including marijuana, is a crime.

   Reference: Section 2772, 2790, 4533, 4534, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4600 Penal Code

4. Giving letters to inmates or taking letters out for inmates is a misdemeanor.

   Reference: Section 4570, Penal Code; Section 3401, Title 15, Division 3, California Code of Regulations.

5. Giving gifts or presents to inmates is not permitted.

   Reference: Section 2541, Penal Code; Section 3399, Title 15, Division 3, California Code of Regulations

6. Receiving gifts from inmates is not permitted.

   Reference: Sections 2540, 2541, Penal Code; Sections 3399, 3424, Title 15, Division 3, California Code of Regulations

7. Anyone who falsely identifies himself or herself to gain admission into a prison is guilty of a misdemeanor. Persons previously convicted of a felony in this state who come upon the grounds of a prison without permission of the official in charge are guilty of a felony.

   Reference: Sections 4570.5, 4571, Penal Code; Sections 3173(n), Title 15, Division 3, California Code of Regulations

8. Refusal of visitors to submit to search and inspection of their person and their vehicles and property brought onto the institution grounds by such persons may be cause for denial of visit.

Reference: Sections 5054, 5058, Penal Code;
Sections 3173(c), 3177, Title 15, Division 3, California Code of Regulations

9. For "cause" a person may be barred from entering an institution or facility.

Reference: Sections 5054, 5058, Penal Code;
Sections 3176, Title 15, Division 3, California Code of Regulations

10. Persons who are not departmental employees but are assigned to or engaged in work in any departmental facility must observe all rules, regulations, and laws governing the conduct of employees. Failure to do so may lead to exclusion.

Reference: Sections 5054, 5058, Penal Code;
Sections 3385, 3415, Title 15, Division 3, California Code of Regulations

11. In the event of an emergency situation that affects a significant portion of the inmate population at an institution, the visiting program and other program activities may be suspended during the period of emergency.

Reference: Sections 2601(d), Penal Code;
Sections 3383, Title 15, Division 3, California Code of Regulations

12. Employees must not permit inmates or others to use hostages to escape from custody or otherwise interfere with orderly institution operations. Hostages will not be for bargaining purposes. All inmates, visitors, and staff will be informed of this regulation.

Reference: Sections 5054, 5058, Penal Code;
Sections 3304, title 15, Division 3, California Code of Regulations

13. No person shall make verbal or written statements concerning a discharged inmate for the purpose of depriving him/her of employment or of procuring same, or for extortion.

Reference: Sections 2497, Penal Code

14. It is unlawful for inmates to have or possess tobacco. Giving tobacco to an inmate is not permitted.

Reference: Section 31110.9.1, Department of Corrections Operations Manual;
Senate Bill 384

I have read and understand the implications of the above information.

_____ _____

Signature Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-595

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Rescind Resolution Number 2023-267; Adopt a Resolution to add an additional Vendor and Authorizing the Director of Health and Human Services Agency (HHSA) to Sign Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution Number 2023-267; Adopt a Resolution to add an additional Vendor and Authorizing the Director of Health and Human Services Agency (HHSA) to Sign Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 (Subject to Approval as to Legal Form by County Counsel)

The Mariposa County Purchasing Policy allows department heads to procure services through pooled contracting. Pooled contracting is the common procurement practice of securing multiple contracts for a service that collectively exceeds the encumbered amount for providing a service. This is done to accelerate response, improve the ability to provide a service, and stretch available funds.

Sometimes, in the provision of mental health services, it is determined that a resident needs the additional attention and care of an inpatient hospitalization acute care facility. These inpatient hospitalization acute care facilities are often full, leaving staff to search multiple facilities to find an open bed. Pooled contracting in this case means that the County could secure contracts with multiple facilities so a resident can be placed as quickly as possible when a need arises.

At the same time, the aggregated value of pooled contracts for facilities far exceeds what will actually be needed to support Mariposa residents. Again, this is done intentionally because staff does not know where a bed will be available when a given need arises. Rather than encumbering funds to support the full value of all contracts, pooled contracting allows the department to only encumber the funds they will actually need to spend on inpatient hospitalization acute care services. In this way, pooled contracting allows for a fast, flexible response in support of a Mariposa County resident while also maximizing the use of available funds.

Pursuant to this policy provision, the attached resolution authorizes the director of health and human services to do the following:

1. Execute Inpatient Hospitalization Acute Care pooled authority contracts in the total amount of $1,800,000 for the term of July 1, 2023, through June 30, 2024, for the provision of psychiatric

inpatient services to mental health clients.

2. Amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

Contracts in the pool will include agreements with Bakersfield Behavioral Healthcare Hospital, LLC, County of El Dorado, Sierra Vista Hospital, Heritage Oaks Hospital, Inc, BHC Fremont Hospital, Central Star Behavioral Health, Inc., Merced Behavioral Center, San Jose Behavioral Health, Sequoia Psychiatric Treatment Center, Central Star Behavioral Health, Inc. (CRU), Community Regional Medical Center (Fresno), Doctor's Medical Center Behavioral Health (Modesto), Alta Bates Medical Center, Sutter Center for Psychiatry, Sutter/Yuba County Psychiatric Health, John Muir Behavioral Health Center, Sacramento Behavioral Healthcare, Santa Rosa Hospital (dba Aurora), El Camino Hospital, Good Samaritan Mission Oaks, Good Samaritan Hospital, Shasta Regional Medical Center, Jewish Home San Francisco, Adventist Health Vallejo, St. Helena Hospital, Kaweah Delta Medical Center, Natividad Medical Center, Community Hospital of Monterey Peninsula Garden Pavilion, and River Vista Behavioral Health Facility

Upon further review of the existing Resolution Number 2023 - 267, HHSA staff determined that modifications involving the inclusion of contract partner Crestwood Behavioral Health, Inc. and removal of language pertaining to Director of Health and Human Services Agency designee must be implemented. As per county policy, the existing resolution must be rescinded and accompanied with approval of a revised resolution. All agreements executed by HHSA Director under Resolution Number 2023-267 will remain executed and are transferred under the newly revised resolution, upon approval by the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Resolution No 2023-267 on May 16, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and direct staff to bring agreements separately. This alternative will give the board maximum control while also taking additional staff time, delaying implementation, and reducing the County’s ability to provide some services.

Do not approve and limit the number of contracts to not exceed the amount of funding that is likely to be used. Fewer options could result in a situation where a resident experiencing mental crisis, including someone who may be a danger to themselves or others, would not be able to be placed in an appropriate facility to provide care until a contracting process could be completed.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **HHSA Pooled 2024 (Inpatient Hospitalization Acute Care) Res. 2023-267-EXECUTED**
2. **Revised Resolution- Inpatient Hospital Pooled Agreement**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-267

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Resolution for Inpatient Hospitalization Acute Care Pooled Contracting

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute Inpatient Hospitalization Acute Care Pooled Authority Contracts in the Amount of $1,800,000 for the Term of July 1, 2023 through June 30, 2024 as well as and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

The Mariposa County Purchasing Policy allows department heads to procure services through pooled contracting. Pooled contracting is the common procurement practice of securing multiple contracts for a service that collectively exceed the encumbered amount for providing a service. This is done to accelerate response, improve the ability to provide a service, and stretch available funds.

Sometimes in the provision of mental health services it is determined that a resident needs the additional attention and care of an inpatient hospitalization acute care facility. These inpatient hospitalization acute care facilities are often full, leaving staff to search multiple facilities to find an open bed. Pooled contracting in this case means that the County could secure contracts with multiple facilities so a resident can be placed as quickly as possible when a need arises.

At the same time, the aggregated value of pooled contracts for facilities far exceeds what will actually be needed to support Mariposa residents. Again, this is done intentionally because staff does not know where a bed will be available when a given need arises. Rather than encumbering funds to support the full value of all contracts, pooled contracting allows the department to only encumber the funds they will actually need to spend on inpatient hospitalization acute care services. In this way, pooled contracting allows for a fast, flexible response in support of a Mariposa County resident while also maximizing the use of available funds.

Pursuant to this policy provision, the attached resolution authorizes the director of health and human services to do the following:

1. Execute Inpatient Hospitalization Acute Care pooled authority contracts in the total amount of $1,800,000 for the term of July 1, 2023, through June 30, 2024, for the provision of psychiatric inpatient services to mental health clients.

REF ID# 14012

2. Amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

Contracts in the pool will include agreements with Bakersfield Behavioral Healthcare Hospital, LLC, County of El Dorado, Sierra Vista Hospital, Heritage Oaks Hospital, Inc, BHC Fremont Hospital, Central Star Behavioral Health, Inc., Merced Behavioral Center, San Jose Behavioral Health, San Jose Behavioral Health, Sequoia Psychiatric Treatment Center, Central Star Behavioral Health, Inc. (CRU), Community Regional Medical Center (Fresno), Doctor's Medical Center Behavioral Health (Modesto), Alta Bates Medical Center, Sutter Center for Psychiatry, Sutter/Yuba County Psychiatric Health, John Muir Behavioral Health Center, Sacramento Behavioral Healthcare, Santa Rosa Hospital (dba Aurora), El Camino Hospital, Good Samaritan Mission Oaks, Good Samaritan Hospital, Shasta Regional Medical Center, Jewish Home San Francisco, Adventist Health Vallejo, St. Helena Hospital, Kaweah Delta Medical Center, Natividad Medical Center, Community Hospital of Monterey Peninsula Garden Pavilion, and River Vista Behavioral Health Facility

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the past, each inpatient hospitalization acute care facility agreement has been approved separately and funds have been encumbered to support the full amount of each agreement. This procurement method ties up significant funding that will not be used and could otherwise be employed to deliver additional services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and direct staff to bring agreements separately. This alternative will give the board maximum control while also taking additional staff time, delaying implementation, and reducing the County's ability to provide some services.

Do not approve and limit the number of contracts to not exceed the amount of funding that is likely to be used. Fewer options could result in a situation where a resident experiencing mental crisis, including someone who may be a danger to themselves or others, would not be able to be placed in an appropriate facility to provide care until a contracting process could be completed.

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

ATTACHMENTS:
Official Resolution - In Patient Agreements May 11 2023 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 23-267

AUTHORITY TO EXECUTE INPATIENT HOSPITALIZATION ACUTE CARE SERVICES POOLED AUTHORITY CONTRACTS IN THE TOTAL AMOUNT OF $1,800,000, FOR THE TERM OF JULY 1, 2023, THROUGH JUNE 30, 2024, FOR THE PROVISION OF INPATIENT HOSPITALIZATION ACUTE CARE SERVICES TO MENTAL HEALTH CARE CLIENTS

BE IT RESOLVED in accordance with Section 5000 and 6000 of Welfare and Institutions Code, County of Mariposa Health and Human Services Agency is designated as a Local Health Provider and thereby, obligated to provide required 24-hour inpatient hospitalization acute care services for mentally disordered, incompetent, or other persons.

BE IT RESOLVED in accordance with Proposition 63, Health and Human Services Agency established Mental Health Services Act Fund to allocate funding for mental health programs and ensure services for clients with severe mental health issues.

BE IT RESOLVED that the Director of Health and Human Services Agency, or designee, on behalf of the COUNTY OF MARIPOSA, a political subdivision of the State of California, be and is hereby authorized to execute inpatient hospitalization acute care services pooled authority contracts in the total amount of $1,800,000 for the term of July 1, 2023, through June 30, 2024, for the provision of inpatient hospitalization acute care services to mental health care clients, and to do and perform everything necessary to carry out the purpose of this Resolution. Contractors in the pool are:

- Bakersfield Behavioral Healthcare Hospital, LLC
- County of El Dorado
- Sierra Vista Hospital
- Heritage Oaks Hospital, Inc
- BHC Fremont Hospital
- Central Star Behavioral Health, Inc.
- Merced Behavioral Center
- San Jose Behavioral Health
- Sequoia Psychiatric Treatment Center
- Central Star Behavioral Health, Inc. (CRU)
- Community Regional Medical Center, Fresno
- Doctor's Medical Center Behavioral Health, Modesto
- Alta Bates Medical Center
- Sutter Center for Psychiatry
- Sutter/Yuba County Psychiatric Health
- John Muir Behavioral Health Center
- Sacramento Behavioral Healthcare
- Santa Rosa Hospital
- El Camino Hospital
- Good Samaritan Mission Oaks

- Good Samaritan Hospital
- Shasta Regional Medical Center
- Jewish Home San Francisco
- Adventist Health Vallejo, St. Helena Hospital
- Kaweah Delta Medical Center
- Natividad Medical Center
- Community Hospital of Monterey Peninsula Garden Pavilion
- River Vista Behavioral Health Facility

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Agency, or designee, is authorized to amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

On a motion by Supervisor Rosemarie Smallcombe, seconded by Supervisor Shannon Poe, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Mariposa this 16th day of May, 2023, by the following vote, to wit:

AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe

NOES: NONE

ABSENT: Miles Menetrey

ABSTAIN: NONE

RECUSAL: NONE

(PER POLITICAL REFORM ACT (§ 18702.5.))

Wayne Forsythe

~~Miles Menetrey~~ Wayne Forsythe, Vice
Chair of the Board of Supervisors
of Mariposa County, California

(SEAL)

COUNTERSIGNED:

Danielle Bondshu Tracy Gauthier
Deputy Clerk of the Board II

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. _____

AUTHORITY TO EXECUTE INPATIENT HOSPITALIZATION ACUTE CARE SERVICES POOLED AUTHORITY CONTRACTS IN THE TOTAL AMOUNT OF $1,800,000, FOR THE TERM OF JULY 1, 2023, THROUGH JUNE 30, 2024, FOR THE PROVISION OF INPATIENT HOSPITALIZATION ACUTE CARE SERVICES TO MENTAL HEALTH CARE CLIENTS

BE IT RESOLVED in accordance with Section 5000 and 6000 of Welfare and Institutions Code, County of Mariposa Health and Human Services Agency is designated as a Local Health Provider and thereby, obligated to provide required 24-hour inpatient hospitalization acute care services for mentally disordered, incompetent, or other persons.

BE IT RESOLVED in accordance with Proposition 63, Health and Human Services Agency established Mental Health Services Act Fund to allocate funding for mental health programs and ensure services for clients with severe mental health issues.

BE IT RESOLVED that the Director of Health and Human Services Agency, , on behalf of the COUNTY OF MARIPOSA, a political subdivision of the State of California, be and is hereby authorized to execute inpatient hospitalization acute care services pooled authority contracts in the total amount of $1,800,000 for the term of July 1, 2023, through June 30, 2024, for the provision of inpatient hospitalization acute care services to mental health care clients, and to do and perform everything necessary to carry out the purpose of this Resolution. Contractors in the pool are:

- Bakersfield Behavioral Healthcare Hospital, LLC
- County of El Dorado
- Sierra Vista Hospital
- Heritage Oaks Hospital, Inc
- BHC Fremont Hospital
- Central Star Behavioral Health, Inc.
- Merced Behavioral Center
- San Jose Behavioral Health
- Sequoia Psychiatric Treatment Center
- Central Star Behavioral Health, Inc. (CRU)
- Community Regional Medical Center, Fresno
- Doctor's Medical Center Behavioral Health, Modesto
- Alta Bates Medical Center
- Sutter Center for Psychiatry
- Sutter/Yuba County Psychiatric Health
- John Muir Behavioral Health Center
- Sacramento Behavioral Healthcare
- Santa Rosa Hospital
- El Camino Hospital
- Good Samaritan Mission Oaks

- Good Samaritan Hospital
- Shasta Regional Medical Center
- Jewish Home San Francisco
- Adventist Health Vallejo, St. Helena Hospital
- Kaweah Delta Medical Center
- Natividad Medical Center
- Community Hospital of Monterey Peninsula Garden Pavilion
- River Vista Behavioral Health Facility
- Crestwood Behavioral Health, Inc.

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Agency, or designee, is authorized to amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Mariposa this ___ day of _____, 2023, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT (§ 18702.5.))

Miles Menetrey
Chair of the Board of Supervisors
of Mariposa County, California

(SEAL)

COUNTERSIGNED:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-596

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Adopt a Resolution Updating the Membership and Term of Office Section of the Mariposa County Fire Advisory Committee (MCFAC) By-Laws

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Updating the Membership and Term of Office Section of the Mariposa County Fire Advisory Committee (MCFAC) By-Laws

MCFAC has reviewed, discussed, and is now recommending approval from the board to accept draft updates to MCFAC by-laws Exhibit A - Article 2, approved through Resolution 2022-539. These recommended edits will allow for the inclusion of the Yosemite Sequoia Resource Conservation and Development Council and Mariposa County Fire's Wildfire Mitigation Coordinator to the committee and thus vacating the two public member positions, allowing for general public membership opportunities. These two membership positions will be Ex-Officio (non-voting) members that allow for information and coordination while protecting against conflict of interests influence from a county fire position or large geographical area project representation outside of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Resolution No. 2019-303 on June 4, 2019 establishing the Mariposa County Fire Advisory Committee as an advisory board to the Board of Supervisors with the purpose of recommending fire related issues including the implementation and ongoing maintenance of the Community Wildfire Protection Plan (CWPP).The Board also adopted Resolution 2022-539 on September 20, 2022 Updatating the by-laws. These current draft recommendations reflect updated new positions in Wildlfire Mitigation and requested involvement with project coordination and funding source recommendations to MCFAC from *Yosemite Sequoia* Resource Conservation and Development Council.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No update to the By-Laws. MCFAC will continue to function as per Resolution 2022-539 and utilize the two public membership positions to include *Yosemite Sequoia* Resource Conservation and Development Council and Mariposa County Fire's Wildfire Mitigation Coordinator to the committee.

FINANCIAL IMPACT

none. This is a voluntary committee.

ATTACHMENTS

1. **Resolution_2022-539**
2. **Draft Resolution**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-539

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fire Advisory Comittee (MCFAC) Update

RECOMMENDATION AND JUSTIFICATION:
Provide an Update and Recommendations to the Board of Supervisors on the Mariposa County Fire Advisory Committee (MCFAC); and Approve an Update to Exhibit A of the MCFAC By-laws.

As requested, and required by Resolution No. 2020-627 exhibit A line e, MCFAC will provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the successes and challenges of Mariposa County Fire and Fire Advisory Committee efforts. MCFAC has reviewed, approved and recommended approval to the BOS an updated draft Exhibit A for recommendation of approval by the board to assist MCFAC with quorum and streamlining processes; discuss assessed successes and challenges regarding MCFAC ongoing implementation. These recommendations were approved by MCFAC on August 17th, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved Resolution No. 2019-303 on June 4, 2019 establishing the Mariposa County Fire Advisory Committee as an advisory board to the Board of Supervisors with the purpose of recommendations for fire related issues including the implementation and ongoing maintenance of the Community Wildfire Protection Plan (CWPP).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No update or recommendations to the Board of Supervisors as requested through Resolution 2020-627. No update or amendments to the CWPP community groups or template for consistent community assessments.

ATTACHMENTS:
201002 MCFAC BOS RESOLUTION AMENDMENTS DRAFT (PDF)
email regarding OPR and WUI planning (PNG)
WUI planning guide link (DOCX)

REF ID# 13329

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

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2022-539

WHEREAS, pursuant to Mariposa County Code Chapter 2.96, entitled Mariposa County Fire Department, the Board established the Fire Department and Fire Chief; and

WHEREAS the Board directed the Fire Department to form an ad-hoc committee in the fall of 2018 to consider an update to the Countywide Community Wildfire Protection Plan (CCWPP) and other related overarching fire issues; and

WHEREAS the County Fire Department convened the fire ad-hoc committee to consider the CCWPP plan and other relevant issues; and

WHEREAS the ad-hoc fire advisory committee concluded that an ongoing arrangement for a fire advisory committee was needed to assist in the work on various tasks including the important CCWPP update, ongoing maintenance of the plan and to ensure stakeholder collaboration on all relevant fire related issues; and

WHEREAS, in conjunction with the review of the CCWPP the ad-hoc committee also assisted the Mariposa County Fire Safe Council in preparation of the Community Wildfire Prevention Grant to CALFIRE for the update of the CCWPP; and

WHEREAS, on December 11, 2018, the Board of Supervisors adopted Resolution No. 2018-601 approving a letter of support to the Mariposa County Firesafe Council for the submittal of the grant to update the CCWPP; and

WHEREAS, by Resolution No. 2018-601, the Board recognized the importance of updating the CCWPP and potential inclusion within the Strategic Fire Plan of the MMU; and

WHEREAS the Community Wildfire Prevention Grant was subsequently awarded for the update of the CCWPP; and

WHEREAS the ad-hoc committee recommended that the Board of Supervisors establish the Mariposa County Fire Advisory Committee as key to ensuring the involved agencies and partners benefit from the CCWPP cohesive work plan and related fire programs and to continue the important work to which partners and public will benefit; and

WHEREAS, at their meeting of June 4, 2019, the Board of Supervisors adopted Resolution No. 2019-303 Establishing the Mariposa County Fire Advisory Committee; and

WHEREAS, at their meeting of July 16, 2019, the Board of supervisors adopted clarification to Resolution No. 2019-303, Exhibit A, 3. Term and Manner of Appointment, as shown in Resolution No. 2019-415; and

WHEREAS, at their meeting of October 20, 2020, the Board of supervisors adopted Resolution No. 2020-627 Exhibit A additional clarifications and amendment recommendations to the terms by the committee; and

WHEREAS the Mariposa County Fire Advisory Committee has conducted meetings on a monthly basis since establishment, and as a result has recommended amendments to the resolution Exhibit A.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby adopt this resolution amending and clarifying the terms of the establishment of the Mariposa County Fire Advisory Committee (MCFAC) as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in Exhibit A attached hereto and incorporated herein.

ON MOTION BY Supervisor Forsythe, seconded by Supervisor Long, this resolution is duly passed and adopted on, September 20, 2022, by the following vote:

AYES: SMALLCOMBE, LONG, FORSYTHE, MENETREY

NOES: NONE

EXCUSED: NONE

ABSTAIN: NONE

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

EXHIBIT A

BOARD OF SUPERVISORS Resolution No. 2022-XXX
Mariposa County Fire Advisory Committee

Article 1 – Purpose and Authority

Section A – The committee is established under authority of Resolution 19-303

Section B – Its purpose is as follows:

1. Formulate, design, implement and participate in stakeholder engagement to ensure full participation by the committee in the establishment of recommendations for fire related issues to the Board of Supervisors, which will facilitate the implementation and ongoing maintenance of the Countywide Community Wildfire Protection Plan (CCWPP) and other needed fire plans, strategies, goals and documents.

2. Identify, evaluate and recommend the implementation of feasible fire related projects, programs, and policies pertinent to the County and stakeholders.

3. Incorporate a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors.

4. Support the work of staff and others in the conduct of fact finding and data gathering necessary to (1) identify existing fire related resources and opportunities, (2) recommend projects, programs, and policies needed to efficiently implement the County's fire-related activities, plans and program goals, and (3) ultimately realize the recommendations contained in the Board of Supervisors approved fire codes, polices and relevant plans; and

5. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of Mariposa County Fire and Fire Advisory Committee efforts.

Section C – The Mariposa County Fire Advisory Committee is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – Mariposa County Fire Advisory Committee is advisory to and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Mariposa County Fire Advisory Committee is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Mariposa County Fire Advisory Committee is limited to nineteen (19) in accordance with the establishing authority.

1. Representatives shall be selected from or represent the following agencies and groups in Mariposa County *and will have a designee and/or alternate to represent at each meeting:*

- CALFIRE
- Mariposa County Fire Safe Council
- Mariposa County Resource Conservation District
- Mariposa County Planning Department
- Mariposa County Public Works Department
- American Indian Council of Mariposa County
- Mariposa County Sheriff (OES)
- SouthWest InterFace Team (SWIFT)
- Two (2) Public Members
- University of California Cooperation Extension (UCCE)
- Sierra Tel

These representatives are Ex-Officio (non-voting) members:

- Two (2) United States Forest Service – Stanislaus and Sierra
- Bureau of Land Management
- Yosemite National Park
- Pacific Gas and Electric
- Cal Trans
- Farm Bureau

2. The committee may call upon representatives of other organizations and the general public as resources on certain topics related to fire such as resiliency, land management, economic development, and resource conservation.

3. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors.

Section B – Each term is for a period of Term and Manner of Appointment

1. Advisory agency and group membership seats are standing committee seats for continuous terms requiring no Board appointment.

2. Appointments of the Two (2) public members to the MCFAC shall be made by the Board of Supervisors based on the joint recommendation of the Fire Chief or designee and MCFAC.

3. public member terms shall expire four (4) years from the date of appointment.

4. The Board of Supervisors may remove at any time and without cause any member of the MCFAC.

Section C – Participation by Member Required, Vacancy

1. If any member of the Advisory Committee is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the MCFAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term. Members

2. The Board of Supervisors shall fill any Public Member vacancy in the MCFAC membership for the unexpired term.

3. *Members who wish to continue serving for additional terms are required to complete and submit a new application, or update and resubmit original application*

Section D – Selection of Officers

1. At its first meeting, the MCFAC shall elect a chair, vice chair, and secretary to serve a term of one (1) year or until the successor of each is appointed.

Section E – Duties of Officers

1. The chair shall preside at all meetings of the MCFAC and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the MCFAC

Section F – Meetings and Quorum

1. The MCFAC shall hold its first meeting at the call of the County Fire Chief or designee. The MCFAC shall establish a meeting schedule deemed necessary by the MCFAC to accomplish its purpose.

2. A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any MCFAC business at a regular meeting or special meeting.

3. The Fire Chief or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Section G – Administration and Support

1. County staff shall provide support to the MCFAC. The County Fire Chief or designee shall be the lead member of County staff responsible for supporting the MCFAC. The County Fire Chief or designee shall be empowered to call upon appropriate departments to provide information required to assist the MCFAC in carrying out its designated responsibilities.

2. The County Fire Chief or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.

3. In the event that the MCFAC does not appoint a secretary, the County Fire Chief or designee shall be responsible for recording the meetings, archival storage of electronic recordings, and preparation and publication of minutes for MCFAC approval.

Section H – Attendance

1. If a member of the Mariposa County Fire Advisory Committee is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1. As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2. The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Mariposa County Fire Department (209) 966-4330.

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all Mariposa County Fire Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G – Each voting member has one vote and no proxy.

COUNTY OF MARIPOSA BOARD OF SUPERVISORS

RESOLUTION 2023-

WHEREAS, pursuant to Mariposa County Code Chapter 2.96, entitled Mariposa County Fire Department, the Board established the Fire Department and Fire Chief; and

WHEREAS the Board directed the Fire Department to form an ad-hoc committee in the fall of 2018 to consider an update to the Countywide Community Wildfire Protection Plan (CCWPP) and other related overarching fire issues; and

WHEREAS the County Fire Department convened the fire ad-hoc committee to consider the CCWPP plan and other relevant issues; and

WHEREAS the ad-hoc fire advisory committee concluded that an ongoing arrangement for a fire advisory committee was needed to assist in the work on various tasks including the important CC WPP update, ongoing maintenance of the plan and to ensure stakeholder collaboration on all relevant fire related issues; and

WHEREAS, in conjunction with the review of the CCWPP the ad-hoc committee also assisted the Mariposa County Fire Safe Council in preparation of the Community Wildfire Prevention Grant to CALFIRE for the update of the CCWPP; and

WHEREAS, on December 11, 2018, the Board of Supervisors adopted Resolution No. 2018-601 approving a letter of support to the Mariposa County Firesafe Council for the submittal of the grant to update the CCWPP; and

WHEREAS, by Resolution No. 2018-601, the Board of Supervisors recognized the importance of updating the CCWPP and potential inclusion within the Strategic Fire Plan of the MMU; and

WHEREAS the Community Wildfire Prevention Grant was subsequently awarded for the update of the CCWPP, and

WHEREAS the ad-hoc committee recommended that the Board of Supervisors establish the Mariposa County Fire Advisory Committee as key to ensuring the involved agencies and partners benefit from the CCWPP cohesive work plan and related fire programs and to continue the important work to which partners and public will benefit; and

WHEREAS, at their meeting of June 4, 2019, the Board of Supervisors adopted Resolution No. 2019303 Establishing the Mariposa County Fire Advisory Committee; and

WHEREAS, at their meeting of July 16, 2019, the Board of Supervisors adopted Resolution No. 2019-415 for clarification to 'term and Manner of Appointment; and

WHEREAS, at their meeting of October 20, 2020, the Board of Supervisors adopted Resolution No. 2020-627 for amendment recommendations to the terms by the committee; and

WHEREAS at their meeting on September 20, 2023, the Board of Supervisors adopted Resolution No. 2022-539 for additional clarifications and amendment recommendations to the terms by the committee; and

WHEREAS the Mariposa County Fire Advisory Committee has conducted meetings on a monthly basis since establishment, and as a result has recommended amendments to the By-Laws.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby adopt this resolution amending and clarifying the terms of the establishment of the Mariposa County Fire Advisory Committee (MCFAC) as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in Exhibit A attached hereto and incorporated herein.

EXHIBIT A
BOARD OF SUPERVISORS Resolution No. 2023-xxx
Mariposa County Fire Advisory Committee

Article 1 — Purpose and Authority

Section A — The committee is established under authority of Resolution 19-303

Section B — Its purpose is as follows:

l. Formulate, design, implement and participate in stakeholder engagement to ensure full participation by the committee in the establishment of recommendations for fire related issues to the Board of Supervisors, which will facilitate the implementation and ongoing maintenance of the Countywide Community Wildfire Protection Plan (CCWPP) and other needed fire plans, strategies, goals and documents.

2. Identify, evaluate and recommend the implementation of feasible fire related projects, programs, and policies pertinent to the County and stakeholders.

3. Incorporate a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors.

4. Support the work of staff and others in the conduct of fact finding and data gathering necessary to (1) identify existing fire related resources and opportunities, (2) recommend projects, programs, and policies needed to efficiently implement the County's fire-related activities, plans and program goals, and (3) ultimately realize the recommendations contained in the Board of Supervisors approved fire codes, polices and relevant plans; and

5. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of Mariposa County Fire and Fire Advisory Committee efforts.

Section C — The Mariposa County Fire Advisory Committee is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D — Mariposa County Fire Advisory Committee is advisory to and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Mariposa County Fire Advisor)' Committee is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 — Membership and Term of Office

Section A — The Mariposa County Fire Advisory Committee is limited to ~~nineteen (19)~~ twenty-one (21) in accordance with the establishing authority.

1. Representatives shall be selected from or represent the following agencies and groups in

Mariposa County and will have a designee and/or alternate to represent at each meeting. •

- CALFIRE
- Mariposa County Fire Safe Council
- Mariposa County Resource Conservation District
- Mariposa County Planning Department
- Mariposa County Public Works Department
- American Indian Council of Mariposa County
- Mariposa County Sheriff (OES)

Southwest Interface (SWIFT)
Two (2) Public Members
University of California Cooperation Extension (UCCE)
Sierra Telephone Company, Inc.

These representatives are Ex-Officio (non-voting) members:

Two (2) United States Forest Service — Stanislaus and Sierra
Bureau of Land Management
Yosemite National Park
Pacific Gas and Electric
Cal Trans
Farm Bureau
Mariposa County Fire Wildfire Mitigation Coordinator
Yosemite Sequoia Resource Conservation and Development Council

2. The committee may call upon representatives of other organizations and the general public as resources on certain topics related to fire such as resiliency, land management, economic development, and resource conservation.

3. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors.

Section B — Each term is for a period of Term and Manner of Appointment

1. Advisory agency and group membership seats are standing committee seats for continuous terms requiring no Board appointment.

2. Appointments of the Two (2) public members to the MCFAC shall be made by the Board of Supervisors based on the joint recommendation of the Fire Chief or designee and MCFAC.

3. Public member terms shall expire four (4) years from the date of appointment.

4. The Board of Supervisors may remove at any time and without cause any member of the MCFAC.

Section C — Participation by Member Required, Vacancy

1. If any member of the Advisory Committee is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the MCFAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term. Members

2. The Board of Supervisors shall fill any Public Member vacancy in the MCFAC membership for the unexpired term.

3. Members who wish to continue serving for additional terms are required to complete and submit a new application, or update and resubmit initial application

Section D — Selection of Officers

l. At its first meeting, the MCFAC shall elect a chair, vice chair, and secretary to serve a term of one (l) year or until the successor of each is appointed.

Section E— Duties of Officers

1. The chair shall preside at all meetings of the MCFAC and shall perform all of the duties necessary 01' incidental to the office, including approval of the agenda topics for the meeting, The vice chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the MCFAC

Section F — Meetings and Quorum

l. The MCFAC shall hold its first meeting at the call of the County Fire Chief or designee. The MCFAC shall establish a meeting schedule deemed necessary by the MCFAC to accomplish its purpose.

2. A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any MCFAC business at a regular meeting or special meeting.

3. The Fire Chief or designee Inay supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Section G — Administration and Support

l. County staff shall provide support to the MCFAC. The County Fire Chief or designee shall be the lead member of County staff responsible for supporting the MCFAC. The County Fire Chief or designee shall be empowered to call upon appropriate departments to provide information required to assist the MCFAC in carrying out its designated responsibilities.

2. The County Fire Chief or designee shall be responsible for meeting notices, preparation, and distribution of meeting support materials, and coordinating the meeting arrangements.

3. In the event that the MCFAC does not appoint a secretary, the County Fire Chief or designee shall be responsible for recording the meetings, archival storage of electronic recordings, and preparation and publication of minutes for MCFAC approval.

Section H — Attendance

1. If a member of the Mariposa County Fire Advisory Committee is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 — Officers

Section A - The advis01Y committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary.

Section B — The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson Inay assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advis01Y committee unless this responsibility is delegated in writing.

Section C — In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D — The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advis01Y committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 — Meeting Procedures

Section A — All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A,), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1. As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2. The bottoms of all agendas shall provide a contact for A D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Mariposa County Fire Department (209) 9664330.

Section B — Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C — Meetings Inay only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start

time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advis01Y committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E — The Chairperson shall be the Presiding Officer at all Mariposa County Fire Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F — Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G — Each voting member has one vote and no proxy.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-597

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Rescind Resolution 2023-508; Adopt the Finalized OTS Grant for $135,000.00 to Upgrade Aging Extrication Equipment; and Authorize the Board of Supervisors Chair and Designated Names/Positions Identified Within the Agreement to Sign the Grant Agreement per State Requirement

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RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2023-508; and Adopt the Finalized OTS Grant for $135,000.00 to Upgrade Aging Extrication Equipment; and Authorize the Board of Supervisors Chair and Designated Names/Positions Identified Within the Agreement to Sign the Grant Agreement per State Requirement

Request Board of Supervisors to rescind the previous resolution (#Res 2023-508) acceptance of OTS grant for $135,000 because the submitted grant agreement was still in draft form and not finalized by the OTS board.

Accept finalized OTS Grant agreement for $135,000.00 to Upgrade Aging Extrication Equipment; and Authorize Department Head and Designated Names/Positions Identified Within the Agreement to Sign.

This specific agreement has several identified roles to manage this grant and therefore requires signatures of those roles. Therefore, the request is for BOS to authorize those identified roles to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire Department's extrication equipment is aging and in need of replacement. OTS Grants are routinely utilized by local government agencies for funding traffic-related equipment. Such as extrication equipment. This grant will allow County Fire to begin the replacement of aged hydraulic equipment to include expired extrication/ stabilization air bags. Mariposa County Fire has been and currently is the designated emergency response agency that provides vehicle extrication services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire will need to continue to look for alternate funding sources to upgrade and/or replace aged extrication equipment.

FINANCIAL IMPACT

This is a reimbursement grant with no match.

ATTACHMENTS

1. Grant Agreement - EM24018_encrypted_ (1) (1)

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

1. GRANT TITLE
Regional Crash Response and Extrication Improvement Program

2. NAME OF AGENCY
Mariposa County

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Mariposa County Fire Department

5. GRANT DESCRIPTION
The city/county/fire protection district will serve as the lead agency for a regional extrication equipment distribution grant for their county. The extrication equipment is used by first responders to safely extricate victims trapped in traffic crashes. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $135,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Steven Ward
TITLE: Assistant Chief
EMAIL: steven.ward@fire.ca.gov
PHONE: (559) 706-8803
ADDRESS: P.O. Box 162
Mariposa, CA 95338

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Miles Menetrey
Chair Mariposa County Board of Supervisors
mmenetrey@mariposacounty.org
(209) 966-3222
P.O. Box 784
Mariposa, CA 95338

(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: John Patton
Wildfire Mitigation Coordinator
jpatton@mariposacounty.org
(209) 742-1303
P.O. Box 162
Mariposa, CA 95338

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: PNG4LUYEKK53 REGISTERED ADDRESS: 5100 Bullion Street FL2 CITY: Mariposa ZIP+4: 95338-0000

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402EM-24.1	20.600	0521-0890-101	2022	43/22	BA/22	$45,900.00
402EM-24	20.600	0521-0890-101	2023	12/23	BA/23	$89,100.00
				AGREEMENT TOTAL		**$135,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$135,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$135,000.00

1. PROBLEM STATEMENT

Mariposa County is a rural county spread out over 1500 square miles. The terrain varies from rolling grass lands, foothills, and peaks at the top of the Sierra Nevada Mountain range. Amongst the 1500 Square miles is 18 dispersed and mainly disadvantaged communities, we have no incorporated cities in Mariposa County. The total County population is approximately 18,000, of which there are 10,000 registered voters/taxpayers. The population consists of 25% under the age of 18, 17% over the age of 65 and 15% below the poverty line.

Most communities are disconnected by distance and terrain. Many of the communities can be isolated throughout the year either due to weather events or wildland fire. Mariposa County averages 3-5 declared disasters every year which impact the ability to deliver basic public services. Public roadways within the County consist of approximately 120 miles of State Highways, 564 miles of County roads, and 200-300 miles of roads within public lands, primarily National Forest Lands. All of which are within the response area of the local emergency services.

Response for roadway incidents is the responsibility of Mariposa County Fire, a Volunteer/Paid fire department, out of 12 fire stations. Response time can be 15-30 minutes or longer due to geographic factors and distances traveled. Typically, several times a year, any community can be isolated due to road closures from wildland fire or weather events. Therefore, each community must be able to function independently from the rest of the county. Services are further impacted by the visitors to Yosemite National Park, who travel through and within Mariposa County. Most support services for Yosemite, lodging, gas, groceries, are within the Mariposa County communities adjacent to the park.

The 14 year average annual visitation to Yosemite is 3.85 million/year. The monthly average is from a low of 100,000 to a high of 600,000, which adds an additional 3500 to 20,000 people per day to the County population, most of whom travel by car, due to the minimal availability of public transportation. The drastic increase of daily population greatly impacts the public safety resources necessitating the need of additional funding that is beyond the capability of the local tax base.

In 2018 Hurst notified Mariposa County Fire Department (MCFD) that the models currently being utilized will no longer be supported, serviced, or repaired. All current extrication equipment has reached or is reaching the end of its usable lifespan and needs replacement. The average age of our extrication equipment is (15) years old. Inspections and increasing annual maintenance of the current Hurst extrication equipment is a burden on the MCFD.

We have had several instances where MCFD resources have been sent to a motor vehicle crash with extrication required and the old gas powered equipment would not start or would start and not run efficiently enough to perform its job. The lack of dependability is a concern for the fire personal and the potential 20,000-30,000 vehicles that pass through Mariposa County daily. The goal is to have a victim of a Motor vehicle crash to the hospital within one hour. Currently with the extended response times due to mountainous geography and spacing of public safety resources, we can not afford the delay in a malfunctioning or outdated piece of critical safety equipment.

Vehicle material advancements and structural design changes have led to technological advancements in tool designs. These new designs can cut through new high strength alloys that are found in todays modern vehicles. The outdated tools that MCFD currently use are not up to the job for today’s high strength cars and buses.

This grant will outfit frontline fire engines, a Battalion Chief Vehicle and Rescue units within Mariposa County. With dependable extrication equipment capable of handling the demands of newer vehicles. Another aspect of the move to Battery operated tools is maneuverability. Currently we are limited to about 30’ of hydraulic hose. After 30’ we need to move the gas powered equipment off the road. The gas powered equipment posses a serious risk of wild fire, which can be life threatening, an environmental disaster and also pose a risk to the highway and road system via shutdowns.

CHP Data for Mariposa County
2020 (156 vehicle crashes)
2021 (168 vehicle crashes)
2022 (174 vehicle crashes)

Mariposa County Internal Data Calls for service
2020 (2009 Calls for service)
2021 (2208 Calls for service)
2022 (2810 Calls for service)

CAD Data Mariposa County Fire Internal
2020 (203 vehicle crashes) (18 vehicle crashes that required extrication)
2021 (193 vehicle crashes) (12 vehicle crashes that required extrication)
2022 (159 vehicle crashes) (16 vehicle crashes that required extrication)

*Station Call volume that is broken down on the excel spreadsheet is data pulled from CAD. Our department send multiple stations to a motor vehicle crash. The same vehicle crash could count towards three stations vehicle crash data.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.	2
3. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	4
4. Train firefighters in the use of the new equipment.	35
5. Conduct traffic safety presentations with an effort to reach persons and communities.	8
6. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	8
7. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
8. Station 21 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
9. Station 26 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
10. Station 37 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
11. Station 22 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-24	20.600	State and Community Highway Safety	$135,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Combi-tool	402EM-24	$16,350.00	2	$32,700.00
Fully Equipped Extrication System	402EM-24	$45,500.00	2	$91,000.00
Air Bag Lift System	402EM-24	$5,650.00	2	$11,300.00
Category Sub-Total				$135,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$135,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Combi-tool-Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
Fully Equipped Extrication System-Fully equipped extrication systems are generally comprised of a hydraulic pump, fluid, hoses, control valves, and hydraulically actuated spreaders and cutters used primarily for vehicle extrication incidents as well as edraulic tools. It includes every piece of extrication equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
Air Bag Lift System-Air Bag Lift Systems are generally comprised of a high pressure regulator, dual air controller, inline relief valves, high pressure hoses, and high pressure lifting bags (high tonnage rated) used for lifting vehicles or heavy objects in extrication incidents. It includes equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *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);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *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.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit 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 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987***,** (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898***,** *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing 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* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, 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 under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 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;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary 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 primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. 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;
    c. 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 (1)(b) of this certification; and
    d. 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. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. 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 or debarment.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	EM24018
Agency Name:	Mariposa County Fire Department
Grant Title:	Regional Crash Response and Extrication Improvement Program
Agreement Total:	$135,000.00
Authorizing Official:	Miles Menetrey
Fiscal Official:	John Patton
Grant Director:	Steven Ward

CURRENT GEMS USER(S)

1. Chris Bernard
Title: Battalion Chief Media Contact: No
Phone: (209) 966-4330
Email: chris.bernard@fire.ca.gov

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date:

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Signature	Name Grant Director
Date	Title

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-598

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Accepting Pacific Gas and Electric's Resilience Hub Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding of $100,000 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting Pacific Gas and Electric's Resilience Hub Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding of $100,000 (4/5ths Vote Required)

In June of 2023, the Planning Department submitted an application to Pacific Gas and Electric's Resilience Hub Grant to fund the design of a Community Resiliency Hub that simultaneously supports disaster response, recreation, and economic development objectives. This grant was submitted in accordance with County policy 5.2.1.5, which gives Department Heads the authority to directly submit grants that do not require a match, resolution, or extra staffing. PG&E selected Mariposa County as one of six total grantees and awarded $100,000 for the design of a Community Resilience Hub in the Phase IV segment of the Mariposa Creek Parkway.

The proposed design project implements the recommendations of two recent community planning efforts: the Mariposa County Recreation and Resiliency Plan (adopted in 2021), which establishes the initiative's conceptual framework, and the Mariposa Creek Parkway Phase IV Special Plan (to be reviewed by the Board in the coming weeks). These plans synthesize significant community engagement to imagine the resiliency hub as a base for community education and outdoor recreation activities in the Mariposa Creek corridor and a catalyst for local job creators in the resiliency economy, while serving a range of disaster response functions, including shelter during extreme weather events.

During non-disaster periods, the hub would continue to serve local community-building priorities, promoting economic vitality by enabling the growth of local job creators engaged in work related to community resilience. A 2023 Mariposa County Nonresidential Market Study identified that "Over the last decade, no new industrial, retail, or office space appears to have been added to the limited industrial and commercial market in the County." As a rural county, Mariposa has a less robust non-profit sector than its more populous neighbors. The growth of these organizations and the broader resiliency sector is constrained by both funding and space. The Community Resiliency Hub would offer a co-working space and shared resources for the local resiliency sector, including forest management, environmental restoration, green building and construction, and renewable energy. By co-locating these organizations and providing an environment to share ideas, develop partnerships, and collaborate, the Community Resiliency Hub will help catalyze growth in the local resiliency economy and contribute to healthier landscapes and ecosystems. Mariposa County's grant submission received letters of support from Sierra Foothill Conservancy, Mariposa County Arts Council, the Alliance for Community Transformations, Mariposa County Fire Safe Council, the Southern Sierra Miwuk Nation, and the Upper Merced River Watershed Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS

January 26th, 2021 LTC Res 2021-4: Adopt A Resolution To Authorize The Planning Department To Submit An Application To Caltrans Fy 21-22 Sustainable Communities Transportation Planning Grant Program To Develop A Special Plan For The Phase IV Segment Of The Mariposa Creek Parkway.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department will not be able to access the awarded grant funds.

FINANCIAL IMPACT

This action will generate external funding in the amount of $100.000. There is no required match.

ATTACHMENTS

1. **Resolution**
2. **Transmittal Letter**
3. **Budget Action Form - Board Item 626**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ ADOPT A RESOLUTION ACCEPTING PACIFIC GAS AND ELECTRIC'S RESILIENCE HUB GRANT FUNDS; AND APPROVE A BUDGET ACTION INCREASING REVENUE AND APPROPRIATIONS IN THE PLANNING DEPARTMENT BUDGET TO RECOGNIZE THE GRANT FUNDING $100,000 (4/5THS VOTE REQUIRED)

WHEREAS, on January 26, 2021, the Local Transportation Commission adopted Resolution 2021-4 to authorizing the submittal of an application for Caltrans Sustainable Transportation Planning Grant to develop a special plan for the Phase IV segment of the Mariposa Creek Parkway; and

WHEREAS, Mariposa County is experiencing a dramatic increase in the frequency of devastating floods, winter storms, and wildfires which has led to the loss of homes, displacement of residents, and disruption of vital services; and

WHEREAS, a 2023 Mariposa County Nonresidential Market Study identified that "Over the last decade, no new industrial, retail, or office space appears to have been added to the limited industrial and commercial market in the County"; and

WHEREAS, extensive community and stakeholder engagement through the Mariposa Creek Parkway Phase IV Special Plan has identified a community resilience hub as a desired project that supports local disaster response, recreation, and economic development objectives; and

WHEREAS, the project implements recommendations made in the Mariposa County Recreation and Resiliency Plan (adopted in March 2021) and preliminary recommendations from Mariposa Creek Parkway Phase IV Special Plan; and

WHEREAS, conceptual architectural and engineering design work through Pacific Gas and Electric's Resilience Hub grant would further those recommendations.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby accept the Pacific Gas and Electric's Resilience Hub Grant funds; and approve a budget action increasing revenue and appropriations in the planning department budget to recognize the grant funding $100,000 (4/5ths vote required).

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 7th day of November 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

Pacific Gas and Electric Company

October 17, 2023

Mr. Will Fassett
Mariposa County
P.O. Box #784
Mariposa, CA 95338

Dear Mr. Fassett,

On behalf of Pacific Gas and Electric Company ("PG&E"), I am pleased to inform you that the $100,000 grant award was sent via electronic funds transfer to Mariposa County on 10/14/2023. At PG&E, we are committed to working together with the communities we serve to build a better California. Through the Resilience Hubs grant program, PG&E is helping communities build a network of local resilience hubs to support community resilience.

This grant is to be used for the Mariposa County Resilience Hubs grant program design and build project entitled, "Mariposa County Community Resiliency Hub."

Please ensure that any recognition provided as a result of this grant is credited to Pacific Gas and Electric Company, as written in this sentence.

By accepting this grant, Mariposa County confirms that it is in compliance with all local, state, and federal laws, as well as with several PG&E policies. Please ensure that appropriate staff members and officers of Mariposa County read Attachment A to this letter, which describes those requirements. Should any change in circumstances pertaining to any of the requirements listed above occur at any time, Mariposa County must notify PG&E immediately. At PG&E, we take great pride in the community partnerships we have created and are grateful for the opportunity to support organizations committed to building a better California.

Sincerely,

Chris Benjamin
Director, Corporate Sustainability
Pacific Gas and Electric Company
Attachments

ATTACHMENT A

1. Mariposa County is, and shall remain, in compliance with all federal, state, and local laws, rules, and regulations, including if applicable the California Nonprofit Integrity Act of 2004;

2. Mariposa County does not and shall not, in its by-laws, policies, or practices, discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, or any basis prohibited by applicable law;

3. This grant will be used only for purposes relating to the Mariposa County Resilience Hubs grant program design and build project entitled "Mariposa County Community Resiliency Hub" and will not be used to promote or oppose any candidate or ballot measure, or to advocate any legislative or administrative action;

4. This grant will not be used to personally benefit, to make a gift, or compensate any public official or employee; and,

5. Mariposa County and each of its grantees, if any, is in full compliance with all statutes, Executive Orders, and regulations restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and Mariposa County does not and shall not promote or engage in violence, terrorism, bigotry, or the destruction of any state, or make donations or otherwise furnish support of any kind to any individual or entity that engages in such activities.

Should any change in circumstances pertaining to any of the requirements listed above occur at any time, Mariposa County will notify PG&E immediately. Because the grant from PG&E is contingent on Mariposa County meeting all of the requirements above, please note that if they are not met, the grant will be void and PG&E may require that it be repaid in full.

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3613	249	45547	One Time State Grants		($100,000)	
3613	249	60301	General Professional Services		$100,000	
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 10/23/2023

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Kevin Spach to Category A and Dana Swarth to Category B to the Housing Programs Advisory Committee for Terms to Expire September 12, 2026

RECOMMENDATION AND JUSTIFICATION

Appoint Kevin Spach to Category A and Dana Swarth to Category B to the Housing Programs Advisory Committee for Terms to Expire September 12, 2026.

Spach meets the qualifications for category A and has expressed interest in serving on this committee. Category A is a member with knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless.

Swarth meets the qualifications for category B and has expressed interest in serving on this committee. Category B is a member with direct knowledge of workforce housing issues and concerns.

While this committee has not been active since 2020, the Planning Department will be convening meetings in 2023 to start work on the 2024-2029 Housing Element and wishes to utilize the committee to discuss other housing related issues such as the short term rental study and development code update.

There are currently seven vacancies on this committee. With this action there will be five vacancies (1 in Category A, 1 in Category B, 2 in Category C, 1 in Category D) which will continue to be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board to appoint members who are willing to serve.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This Committee meets as needed. Without membership appointments being made, the committee may not have adequate representation and it can be more difficult to reach a quorum.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230727 Spach Redact Application**
2. **230803 Swarth Redact Application**

3. 230502 Vacancy notice 7

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

RECEIVED

JUL 27 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: HPAC

Supervisorial District in which you Reside: district 3

Length of Residency in the County: 15 years

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: Kevin

Last Name: Spach

Mailing Address:

Email Address:

Are you Over 18 Years of Age: yes

Employment Status: employed full-time

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I hope to contribute to increased housing affordability and decreased ecological impact.

Please list prior/current appointments to other Boards/Commissions/Committees:
NONE

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 worked on a labor crew for DNC. I have a bachelor's degree from Cal Poly SLO.

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

If Yes, please explain:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
yes	afternoons or evenings preferred	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: 7/25/23 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED

AUG 0 3 2023

Mariposa County Planning Department

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:
Housing Program Advisory Committee

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 8 years

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:
Dana

Last Name:
Swarth

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Employed Full Time

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I wish to serve on this Board because I would like to assist my community in making sound decisions and plans for the future of housing in Mariposa County.

Please list prior/current appointments to other Boards/Commissions/Committees:
Mariposa Community Radio Board ~2years
Farm Lot 59 Board ~1year (Long Beach Non Profit)

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 a Bachelor's degree in Environmental Studies and Sustainability. I have a Permaculture Design Certificate which has been an influence in how I plan and make decisions with groups.

I am good at understanding and valuing the needs and persepectives of diverse groups and people who live vastly different experiences than myself. I believe that it is possible to create solutions that meet the needs of the majority of a population even if they have seemingly contradictory needs.

I also have experience with designing surveys and working with data to make change and improve programs.

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

If Yes, please explain:

No

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
Yes	M-F Evenings after 4pm	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: 8/3/2023 Signature: Dana Smith

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Dana Swarth, BA

Mariposa, CA | |

PROFILE

Looking for a position where I can make a positive impact on my community and work with a diverse team of people.

AREAS OF EXCELLENCE

- Environmental Studies
- Organic Agriculture
- Program Management
- Program Evaluation
- Data Collection and Analysis
- Permaculture Design
- Sustainability
- Bilingual in Spanish
- Pest Identification

PROFESSIONAL EXPERIENCE

Mariposa County Unified School District | Mariposa, CA **Jan 2022-Present**

Information Systems and Student Data Coordinator

- Coordinate district wide data collection systems between all Mariposa County school sites and staff.
- Provide reports and guidance on student records, ed code compliance, changes in enrollment, and protocols to district office staff on a regular and as needed basis.
- Submit annual state (PADC, CalPADS) and federal (Civil Rights Database Collection) reports.
- Implement training for new school site staff, design new systems, create and update instructional manuals, and provide ongoing support and leadership to school secretaries, counselors and principals in best practices and compliance with educational codes and student data collection.

Garden School Foundation | Los Angeles, CA **Aug 2019-Dec 2021**

Senior Garden Educator and Evaluation Specialist

- Oversaw program evaluation and data collection for 8 school garden programs. Developed and managed data collection processes and validation practices and procedures. Reviewed and validated data entry across all data systems to ensure data entry was accurate, effective, and efficient. Developed and facilitated trainings on data systems for program staff. Supported in the implementation, administration, and analysis of various evaluation tools such as surveys and assessments. Supported program directors with completing outcome reports including reports for funders, internal reviews, and marketing materials.
- Managed garden education programs at two Title I LAUSD elementary schools. Taught garden-based science and nutritional cooking lessons in school gardens and cooking classrooms to elementary age students, 4 classes/day. Co-wrote Next Generation Science Standards aligned garden curriculum for use at all 8 GSF schools. Edited and adapted in-person garden curriculum for virtual learning classes during the COVID pandemic.
- Maintained 2 school gardens. Planned, designed and coordinated garden expansion projects. Successfully grew fruit and vegetable produce, donated to school community members and used in cooking classes with students.
- Organized special events and food donation drives in partnership with schools and local organizations. Maintained partnership with LA Galaxy Foundation. Hosted corporate volunteer events.

Merced Community College | Merced, CA **Aug 2018-May 2019**

Adjunct Faculty

- Taught two different lab based courses; Plant Science (2 semesters) and Vegetable Crop Production (1 semester) within the Landscape Horticulture and Agriculture Departments.
- Helped design the new outdoor plant science lab and garden area at the Los Banos Campus.
- Created lecture materials and hands-on lab experiences for classes using multiple greenhouses, gardens, orchards, and a two acre farm plot. Organized and led 10 field trips to agriculture based businesses in the Central Valley, in order to expose students to different industry opportunities and practices.

Dana Swarth, BA

Mariposa, CA |

Muddy Otter Farm | Mariposa, CA **Aug 2017-Dec 2018**

Owner-Operator of Small Farm

- Along with co-owner, designed, founded and operated a small vegetable farm with a 20 member weekly CSA. Coordinated weekly vegetable sales to a local health food store and local restaurants.
- Supervised day-to-day farm labor, planned seasonal plantings, managed supply inventories, oversaw accounting.
- Managed marketing, sales and promotions, community engagement, newsletter publication, and farm-to-table dinners.

Sierra Foothill Charter School | Catheys Valley, CA **Aug 2014- Jun 2019**

School Garden Coordinator (2015-2018)

- Taught weekly garden classes using vegetable garden and native plant garden as an outdoor classroom. Created garden lessons using a project based learning framework.
- Maintained the school vegetable garden and native plant garden with help from students, parents and volunteers. Served as the head of the garden committee, created meeting agendas and developed plans for program growth and development.
- Planned and executed multiple fundraisers, such as selling garden produce and nursery plants at a farm stand, and organizing crowdfunding campaigns to raise money for a school garden cooking and nutrition program. Organized the first 3 annual Spring Earth Day Festivals, involving community members, school staff and students in event coordination. Advocated for and successfully organized the approval by Mariposa County to use school garden produce in cafeteria lunches.

Additional Roles (2014, 2019)

- Served as an instructional aide, cafeteria manager, after school program coordinator. Taught 5th/6th grade reading, 6th grade math. Served as a long term substitute teacher for two 4 month periods.

EDUCATION

The Evergreen State College | Olympia, WA **2011**

Bachelor of Arts | Environmental Studies and Sustainability

Areas of Concentration: Sustainable Agriculture, Ecology, and Ethnobotany.

PAID SPEAKING POSITIONS AND CERTIFICATES

Guest Speaker | Regenerative Gardening Course | Kiss the Ground	2021
Lecturer | Evaluation Tools for School Garden Funding and Sustainability | Master Gardener Training	2021,2022
110hr Permaculture Design Certificate | Santa Cruz Permaculture	2018
40hr Learning Garden Teacher Training | Occidental Arts and Ecology Center	2016
Next Generation Science in the Garden | Life Lab, UC Santa Cruz	2016

INTERNSHIPS & VOLUNTEER EXPERIENCE

Radio Host, Producer and Board Member | KRYZ Mariposa Community Radio | Mariposa, CA	2016-18
Garden Volunteer Coordinator | InanItah Ecological Living Center | Isla de Ometepe, Nicaragua	2012
Sail Crew Member | Various Sailing Vessels | Virginia, USA to Panama City, Panama	2011-2012
Waldorf School Farm Intern | Sunfield Farm and Waldorf School | Port Hadlock, WA	2011

Mariposa County

Planning Department

STEVE ENGFER
Interim Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF 7 (SEVEN) VACANCIES ON THE HOUSING PROGRAMS ADVISORY COMMITTEE

Vacancies currently exist in each of the following categories on the Housing Programs Advisory Committee:

Category "A" members with knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled and homeless. 2 (two) vacancies.

Category "B" members are those with direct knowledge of workforce housing issues and concerns. 2 (two) vacancies.

Category "C" members with direct knowledge of real estate and housing. 2 (two) vacancies.

Category "D" members representing the Mariposa County Economic Development Corporation. 1 (one) vacancy.

Terms are for three years.

We will be resuming meetings of the committee for 2023 to discuss the short-term rental study, code updates and to begin the work on the 2023-2029 Housing Element Update.

Additionally the purpose of this committee is to:

- Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the Mariposa County Housing Element Program;

- Identify, evaluate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as homeless, disabled, elderly and seasonal workers;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs;

- Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs;

- Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation;

- Coordinate with other public agencies, and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and

- Identify, evaluate, recommend and facilitate the acquisition of grant and other funding to facilitate the development of housing for extremely low, very low, low, and moderate incomes and for populations with special housing needs.

Persons interested in serving on the Housing Programs Advisory Committee (HPAC) must submit an application to: **Danielle Bondshu, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at:

http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151

Posted: May 2, 2023

Leave Posted until positions filled

Posting Locations:

Mariposa County Clerk's Office
Mariposa County Courthouse
Mariposa County Planning Department
Mariposa County Library
Yosemite Valley Post Office
Midpines Post Office
Catheys Valley Post Office
Coulterville Post Office
Yosemite West Community Board
El Portal Post Office
Bootjack Store
Woodland Gas Food and Liquor
Fish Camp Post Office
Greeley Hill Community Club
Wawona Post Office
Hornitos Post Office
Lake Don Pedro Market
www.mariposacounty.org/planning

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-599

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Approving the Submittal of a Grant Application to the California Natural Resources Agency for the Mariposa Creek Parkway Phase IV Landscape Restoration Project

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Submittal of a Grant Application to the California Natural Resources Agency for the Mariposa Creek Parkway Phase IV Landscape Restoration Project

In April 2021, the Board awarded a contract to the Sierra Foothill Conservancy to serve as the County's prime consultant for a riparian restoration project in the Phase II and Phase III segments of the Mariposa Creek Parkway. This was funded through a grant from the Wildlife Conservation Board for $415,000. In September 2023, the Board also accepted $911,850 in funding for an award in the last round of California Natural Resources Agency's (CNRA) Urban Greening grant program to extend this restoration work further into Phase III of the Creek Parkway. Grant funds have been used to support a landscape restoration program that relies on traditional ecological knowledge (TEK) and principles to remove invasive species from the Mariposa Creek corridor and revegetate it with culturally resonant, ecologically appropriate native species. The projects are in partnership with the Southern Sierra Miwuk Nation.The proposed grant from the California Natural Resources Agency (CNRA) Urban Greening Grant Program would be used to extend these restoration activities further downstream from the current restoration area in Phase IV, expanding the invasive species removal work and supporting implementation of the Mariposa Creek Parkway Master Plan.The application requires submittal of a Board resolution that includes specific language, which is attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

Urban Greening Contract Award for Phase III Restoration: No-2023-489
SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would cause the Planning Department to need to seek additional external funding from other sources and hinder implementation of the Mariposa Creek Parkway Master Plan.

FINANCIAL IMPACT

This action would generate external funding in the approximate amount of $500,000. There is no required county match.

ATTACHMENTS

1. **Resolution**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ APPROVE THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA NATURAL RESOURCE AGENCY'S URBAN GREENING PROGRAM FOR THE MARIPOSA CREEK PARKWAY PHASE IV LANDSCAPE RESTORATION PROJECT.

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors:

1. Approves the filing of an application for the Mariposa Creek Parkway Phase IV Landscape Restoration Project; and

2. Certifies that applicant understands the assurances and certification in the application; and

3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and

4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code; and

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained; and

6. Certifies that applicant will work towards the Governor’s State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and

promote public health and safety as included in Government Code Section 65041.1; and

7. Appoints the Planning Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 7th day of November 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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-600

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to Agreement with Provost & Pritchard Consulting Group for Design Services for final design of Park Creekway Phase III Changing the Scope of Work and Increasing Compensation by $920,890 for a New Amount Not to Exceed $1,110,714; and Authorize the Board Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Provost & Pritchard Consulting Group for Design Services for final design of Park Creekway Phase III Changing the Scope of Work and Increasing Compensation by $920,890 for a New Amount Not to Exceed $1,110,714; and Authorize the Board Supervisors Chair to Sign the Amendment

The County was allocated Active Transportation Program (ATP) SB1 funds by the CTC during their May 18, 2023 meeting for $1,200,000. Now that the funds are allocated, Provost & Pritchard may begin their final design of Park Creekway Phase III and prepare the project for bidding and construction. There is extensive design effort required on the 11th Street Paseo and the pedestrian bridge crossing Mariposa Creek on the Hulbert property.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 17, 2022, Resolution 2022-308, the Board approved a contract for Design Services for $189,824.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; County will not be able to complete design for Mariposa Creek Parkway.

FINANCIAL IMPACT

These design costs are currently setup as $683,750 State ATP funded and $237,140 local funded. Staff is returning to the CTC to request 100% financing through the grant program to eliminate any impacts to the General Fund.

ATTACHMENTS

1. **ATPL PSE-ROW Amendment**
2. **Provost & Pritchard Executed Contract 2022_308**

VOTE RESULT

RESULT: **Adopted**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

FIRST AMENDMENT TO AGREEMENT FOR SCOPE OF WORK AND COMPENSATION AT MARIPOSA CREEK PARKWAY PHASE III

THIS FIRST AMENDMENT TO AGREEMENT FOR SCOPE OF WORK AND COMPENSATION AT MARIPOSA CREEK PARKWAY, is made and entered into this 7th day of November 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Provost & Pritchard, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 17, 2022, wherein Contractor agreed to provide design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope & compensation to be provided to Contractor;

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

1. Paragraph 2, "SERVICES," is hereby amended to provide that Contractor agrees to provide additional services as described in Exhibit A, "PSE & ROW Phase Amendment" which is attached hereto and incorporated herein by reference.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional

$920,890 will be added to the original amount of $189,824, making the total compensation paid to Contractor the not to exceed amount of $1,110,714.

Except as herein amended, the Agreement dated May 17, 2022, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Provost & Pritchard Engineering Group, Inc. dba
Provost & Pritchard Consulting Group

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

PROVOST&PRITCHARD
CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700
www.provostandpritchard.com

PSE & ROW PHASE AMENDMENT

To:	Matt Hespenheide County of Mariposa	**Email:**	mhespenheide@mariposacounty.org
CC:	Mikey Goralnik	**Email:**	mgoralnik@mariposacounty.org
From:	Michael Osborn	**Date:**	September 8, 2023
Subject:	Mariposa Creek Parkway Phase III Implementation ATPL-5940(146) PSE & ROW Phases		

COMMENTS:

We have worked with the County through the Project Approval & Environmental Documentation (PAED) phase of the project, adopting the requisite CEQA documentation and obtaining authorization from CTC and Caltrans to proceed with the next phases of the project Plans, Specs & Estimate (PS&E) and Right of Way (ROW).

A scope and budget amendment is hereby submitted for Provost & Pritchard Consulting Group to incorporate the following new phases into our existing agreement dated May 17,2022 (Resolution 22-308):

MARIPOSA CREEK PARKWAY PHASE III IMPLEMENTATION

P&P PROJECT NO. 15422 2001

PHASE PSE

This phase will include progressing the design from the current 30% schematic design through to final design. The project is anticipated to include the design of the 11th Street Paseo, pedestrian & bicycle improvements along Jessie Street; the Jessie Street Overlook; extension of the primary Creek Parkway from the end of the Phase 2 segment at 8th Street to Joe Howard Street; and one single span bridge to cross the creek to the future Phase 3 Trailhead and Destination Park (designed under separate contract.) The following outlines our scope of work for this phase.

- Project management and administration
- 65% Design (Deliverable 1)
  - Plans
  - Engineer's Opinion of Probable Construction Cost (EOPCC)
  - Outline of Technical Specifications
- 90% Design (Deliverable 2)
  - Plans
  - EOPCC
  - Full Specifications incorporating the County's front end and Agreement with full Technical Specifications
- 100% Construction Documents (Deliverable 3)
  - Plans & Specifications ready for bidding
- Request for Authorization (RFA) documents (Deliverable 4)
  - Assistance with preparation of Caltrans Local Assistance Procedures Manual (LAPM) and ATP forms requesting authorization of construction (CON) funding (State only funding) from the CTC and Caltrans.

MARIPOSA CREEK PARKWAY PHASE III IMPLEMENTATION

P&P PROJECT NO. 15422 2001

PHASE ROW

Easements or land acquisition will be required across three privately owned parcels to connect to Joe Howard Street. Our scope and fee includes services by Sierra Foothills Conservancy (SFC) and Live Oak & Associates (LOA). The following outlines our scope of work for this phase.

- Project management and administration
- ROW Acquisition
    - Land Owner Engagement and Acquisition services pertaining to the acquisition of trail access easements or fee acquisition for future ecological restoration and trail development purposes on three (3) properties, commonly known as "Clark" (APN 013-230-054), "Jones" (APN 013-230-021), and "Shoor" (APN 013-230-046), as well as services for due diligence on the "ACT Holding Inc" (APN 013-230-028) parcel. Should an acquisition not be obtainable across any or all of these three properties, SFC can provide additional services (with corresponding fee adjustment) for acquisition of trail access easement across or partial fee acquisition of the "ACT Holding Inc" parcel.
- Permitting
    - Application Package for Clean Water Act Section 404 Nationwide Permit
    - Application Package for Clean Water Act Section 401 Water Quality Certification
    - Section 1602 Notification of Lake or Streambed Alteration
    - Application for Caltrans Encroachment Permit at the top of the 11th Street Paseo
- Utility Authorization
    - Preparation and coordination of forms required by Caltrans LAPM and ATP, for State Only funding
- ROW Certification
    - Preparation and coordination of forms required by Caltrans LAPM and ATP, for State Only funding

The signature below hereby authorizes a change in the time and materials budget for Phases PS&E and ROW:

BUDGET AMENDMENT	
PSE	$440,860
ROW	$480,030

Note that this fee budget does not include purchasing funds for the easements or land acquisition.

PROPOSED SCHEDULE		
Phase	**Start**	**End**
Phase PAED	**5/17/2022**	**9/19/2023**
Phase PSE	**9/19/2023**	**11/3/2024**
65% Design	10/1/2023	1/31/2024
County Review	2/1/2024	2/28/2024
90% Design	2/29/2024	7/31/2024
County Review	8/1/2024	8/31/2024
100% Construction Documents	9/1/2024	10/31/2024
RFA Documents	11/1/2024	11/28/2024
Phase ROW	**9/19/2023**	**12/20/2024***
Property Owner Engagement	10/1/2023	12/21/2023

Easement Acquisition	12/21/2023	6/30/2024
Caltrans EP	7/1/2024	10/31/2024
USACOE 404	1/1/2024	10/31/2024
RWQCB 401	1/1/2024	8/1/2024
CDFW LSA	2/1/2024	5/31/2024
Utility Authorizations	8/1/2024	10/31/2024
ROW Certification	8/1/2024	10/31/2024
CTC RFA CON	*January 2025*	*March 2025*
Phase CON	**4/1/2025***	**9/23/2026***
Project Close-out:	**9/30/2026***	**12/31/2026***
* dates based on ATP Application		

ADDITIONAL PROVOST & PRITCHARD SERVICES

This addendum only pertains to PSE & ROW and does not include the following:

- Design of 8th Street improvements or widening of Jessie Street.
- Design of a second creek crossing near Joe Howard Street Bridge
- Design of the Phase 3 Trailhead and Destination Park including secondary trails on the "town-side" of the creek
- Bidding & Construction (CON) phase assistance

Please sign, date and return to Michael Osborn at Provost & Pritchard Consulting Group by emailing mosborn@ppeng.com

Client: County of Mariposa	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:	**By:**
Name/Title:	**Name/Title:** Director of Operations
Date Signed:	**Date Signed:** 9/8/2023

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-308

MEETING: May 17, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Agreement with Provost & Pritchard for Design of the Mariposa Creek Parkway Phase III

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Provost and Pritchard Consulting Group to Provide Mariposa Creek Parkway Phase III Design Services in the Amount Not to Exceed $189,824; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County was awarded Cycle 5 Active Transportation Program (ATP) grant funds for the construction of Phase III of the Mariposa Creek Parkway. The project includes design of the trail from 8th Street to Joe Howard Street and the 11th Street Paseo. An RFQ was issued on December 10th, 2021 and closed on January 19th, 2022. Five proposals were received, and a selection committee interviewed the top two candidates. Provost & Pritchard Consulting Group (P&P) and their subs, WRT, Live Oak Associates, and ASM were selected as the most qualified team. Their strengths most closely matched the specifics of the tasks and evaluation criteria outlined in the RFQ.

The State divides projects into 4 phases: Project Approval & Environmental Document (PAED), Plans, Specifications, and Estimates (PSE), Right-of-Way (ROW), and Construction (CON). The County has executed an agreement with the State for $200,000 in PAED. This contract will accomplish all PAED tasks including survey, 30% concepts, and a CEQA document. The CEQA level is assumed to be a Mitigated Negative Declaration. Upon completion of CEQA, Staff will return to the Board to begin the PSE and ROW phases of work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 26, 2021, the Board approved an Agreement with the State of California for the Phase III of the Mariposa Creek Parkway Project in the Amount of $200,000. (Resolution No. 2021-598)

On December 7, 2021, the Board approved a request to advertise a RFQ for an A&E firm to develop Plans, Specifications and Estimates, Develop a Right-of-Way Engineering Plan, and an Acquisition and Utilities Plan. (Resolution No. 2021-659)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

REF ID# 12975

The California Transportation Commission has strict deadlines regarding the timely use of grant funds. A negative action by the Board may delay design and result in a loss of funding.

FINANCIAL IMPACT:
This PAED phase is 100% funded through a Caltrans ATP grant.

ATTACHMENTS:
Provost Pritchard Agreement Creek Parkway (PDF)
SOQ Creek Parkway Phase III (PDF)

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

MR

AGREEMENT FOR DESIGN SERVICES FOR MARIPOSA CREEK PARKWAY PHASE III

THIS AGREEMENT ("Agreement") is made and entered into this 17th Day of May, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Provost & Pritchard Consulting Group ("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 be for a period of three (3) years, commencing on May 1, 2022 through and including April 30, 2025. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Public Works & Transportation Director or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform design services for the Mariposa Creek Parkway III 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

The maximum compensation payable to Contractor under this Agreement is $189,824 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. 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 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 twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance 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:
Provost & Pritchard Consulting Group
455 W. Fir Avenue
Clovis, CA 93611

COUNTY:
Public Works
Melinda Rice
County of Mariposa
4639 Ben Hur Road
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 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.

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.

5501-350-70311

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

COUNTY OF MARIPOSA

72265A9A177
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

72265A9A18B
ZorroSign

Provost & Pritchard Consulting Group

COUNTERSIGNED:
(Government Code §25103)

72265A9A181
Daniellejwardle
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

72265A9A16D
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

EXHIBIT A
SCOPE OF WORK

455 W Fir Avenue
Clovis, CA 93611-0242
Tel: (559) 449-2700
Fax: (559) 449-2715
www.provostandpritchard.com
22-007

May 5, 2022

Mariposa County Public Works Dept
Attn: Matt Hespenheide, Associate Engineer
4639 Ben Hur Road Mariposa, California 95338
Via email: mhespenheide@mariposacounty.org

Subject: **Professional Consulting Services for Mariposa Creek Parkway Phase III Project ATPL-5940(146), Mariposa, California**

Dear Matt:

Thank you for the opportunity to submit this proposal to provide surveying, design, CEQA, permitting, right-of-way and construction phase services for the subject project. This proposal discusses our understanding of the project, provides a scope of services (Exhibit A) for inclusion into the County's agreement, together with associated fees (Exhibit 10H-1), deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

We understand that this is an important project for both local and regional transportation goals through the Town of Mariposa, as well as for the vitality of the community and enjoyment of its visitors. Locally, it will extend the previous section of creek-side trail from 8th Street to Joe Howard Street, making a connection from the County Park to local businesses and a future transit center. Regionally, it will become part of several regional bicycle routes extending into the national forests and Yosemite National Park.

One of the largest hurdles identified in the Master Planning effort was funding and the County has successfully cleared this. We understand that this project is being funded by SB1 Augmentation of the Cycle 5 Active Transportation Program (ATP) grant program administered through Caltrans Division of Local Assistance (Caltrans DLA) with oversight and additional administration from the California Transportation Commission (CTC). We understand that this project is state only funding with no Federal funding; therefore, no federal requirements such as Disadvantaged Business Enterprises (DBE) goals, or National environmental Protection Act (NEPA) documentation are required.

The conceptual design has been developed during the Mariposa Creek Parkway Master Planning process with a significant amount of community input and guidance on aesthetics and ecological performance.

Sincerely Yours,
Provost & Pritchard Consulting Group

Michael Osborn, RCE 66022
Senior Engineer

Heather Bashian, RCE 73075
Director of Operations

EXHIBIT "A"

Scope of Services

The consultant team's proposed scope of work for this project is segregated into several phases, aligned with the ATP funding, and described below. All phases include general project management and coordination by P&P staff and monthly progress meetings held virtually with the entire team. Our initial scope will include the PAED phase only and we will amend the contract to include the remaining phases once the scope of the project is developed during the preliminary design.

Phase PAED: Project Approval & Environmental Documentation

This initial phase will include the consultant team's attendance at an in-person kick-off meeting and site visit with County staff, a virtual internal kick-off meeting, and other project initiation activities.

Provost & Pritchard (P&P) surveyors will conduct a topographic survey of the project area. P&P will also provide high-resolution aerial imagery collected via unmanned aerial vehicles (UAV); the imagery will be tied to ground coordinates. P&P will prepare a boundary survey of the property lines adjacent to the creek parkway, as well as the street right-of-way along Jessie Street and the 11th Street Paseo and SR 49/140 ROW at the top of the paseo. P&P will reach out to utility service providers in the area and obtain plat maps and information about their facilities in the project vicinity. The utilities will be mapped on our survey basemap.

The design team, with assistance from the County, will define a reasonable area of potential effect (APE) of the project that includes any areas potentially impacted by the construction and implementation of the project. Once the APE is determined by the design team and confirmed by the County, P&P planning staff will begin preparation of the CEQA document, assumed to be an Initial Study/Mitigated Negative Declaration (IS/MND) tiering of the Town Specific Plan 1993 Environmental Impact Report (EIR). Live Oak Associates (LOA) will conduct biological surveys and ASM Affiliates (ASM) will conduct cultural resources surveys within the APE and prepare the necessary reports, findings, and mitigation measures for the IS/MND to support compliance with CEQA.

Using the topographic survey, aerial imagery, and site reconnaissance, P&P engineers, along with WRT landscape architects and designers, will prepare a 30% preliminary design concept for the Creek Parkway, which will include design of the trail and its associated amenities, up to two pedestrian bridges, connections of the trail segment to adjacent streets, and connection through the 11th Street Paseo site to meet the sidewalk along State Route 49/140. The team will prepare up to two (2) conceptual alternative layouts to study the possibility of different trail alignments, the potential for universal access, and the inclusion of complementary parkway amenities as shown in the Mariposa Creek Parkway Master Plan and 11th Street Paseo Concept including:

- Painted crosswalk (from Phase II)
- Parkway access/trailhead (at 8th Street)
- Rock Outcropping Performance Space & Outdoor Classroom
- Creekside nature play area
- Stepstone crossing
- Benches
- Locations and opportunities for public art installations
- Native American interpretive elements
- Creek access points & shade structures

- Habitat restoration & native planting along riparian corridor
- Wayfinding signage
- Fitness stations
- Creek viewing platforms/Jessie St. overlook
- Trail information kiosk (at Joe Howard)
- Lighting
- Parking
- Stormwater management features
- Secondary soft paths

The layouts for the conceptual alternatives will each include an illustrative plan graphic. Other corresponding diagrams and supporting graphics are not deliverables but may be used to help to portray the proposed trail condition. WRT will guide this design process with sketches, precedent imagery, photo-montages, mapping, and digital 3D modelling or other tools, as necessary.

For CEQA purposes, as many of these amenities as believed feasible during preliminary design may be included in the project description; however, the inclusion of these elements in the implementation project will be driven by the overall project budget, but also by their ability to be included under ATP funding guidelines. To understand the appropriate number of complementary elements to include, the team will initially prepare rough order of magnitude (ROM) opinions of project costs based on the conceptual layouts. Once the preferred concept is determined, the team will develop a 30% preliminary concept design plan. This plan graphic will be produced in AutoCAD on the appropriate P&P designated title block and will include:

- Layout of trail and amenities with general dimensions
- Surface Materials
- Conceptual Grading
- Planting Zones and preliminary plant palette and location of trees
- Site Furnishings and Amenity locations (as listed above)

The design team will prepare a preliminary Engineer's Opinion of Probable Construction Cost (EOPCC, "estimate"), which will ultimately reflect the amount of amenities to be included and will be commensurate with the 30% level of design.

Deliverables for this phase will include:

- Two (2) conceptual alternative layouts
- IS/MND, also submitted to CTC
- 30% Concept Design Plan & EOPCC

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this phase for the fee amount stated in the table below. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

Proposed Fee				
Phase	**Estimated Fee**	**ATP Award**	**Non ATP**	**Budget**
Phase PAED	$189,824.09	$200,000		$200,000
Phase PSE	(FUTURE)	$450,000		$450,000
Phase ROW	(FUTURE)	$750,000	$761,000*	$1,511,000
Phase CON	(FUTURE)	$3,015,000		$3,015,000
Total Fee:**	**$189,824.09**			**$5,176,000**

*2020 CNRA Green Infrastructure Grant, used to acquire the Hulbert Property and the Fiske Property in August 2020
** Total Fee to be updated with Future Phase Budgets, this fee is only inclusive of Phase PAED.

Schedule

Once we receive an executed copy of the County's Agreement for our services and are authorized to proceed, we will begin work, following the proposed schedule listed below. Agency review time is beyond our control.

Proposed Schedule		
Phase	**Start**	**End**
Phase PAED	**9/1/2021***	**2/22/2023***
- Contract Execution & Kick-off Meeting	5/1/2022	6/1/2022
- Topographic Survey	6/1/2022	7/1/2022
- 30% Design	7/1/2022	11/1/2022
- Admin Draft IS/MND	7/1/2022	11/1/2022
- Circulate Draft IS/MND	11/1/2022	12/1/2022
- Final IS/MND, NOD adoption	12/1/2022	1/10/2023
*CTC RFA PSE & ROW**	*Mid-January 2023*	*Mid-March 2023*
Phase PSE	**5/1/2023***	**10/28/2023***
- 65% Design	5/1/2023	6/30/2023
County Review	7/1/2023	7/31/2023
- 90% Design	8/1/2023	10/31/2023
County Review	11/1/2023	11/30/2023
- 100% Construction Documents	12/1/2023	2/1/2024

Proposed Schedule		
Phase	**Start**	**End**
Phase ROW	**5/1/2023***	**12/20/2024***
- Acquisition of Clark Property (APN 013-130-078 & 013-230-054)		
- Regulatory Permits		
- Easements & Utility Relocations		
- Encroachment Permit		
*CTC RFA CON***	*Mid-January 2025*	*Mid-March 2025*
Phase CON	**4/1/2025***	**9/23/2026***
- Bidding	4/1/2025	6/1/2025
- Award/Precon/Mobilization	6/1/2025	8/1/2025
- Work in Creek	8/1/2025	11/1/2025
- 11th Street Paseo	11/1/2025	5/1/2026
- Work in Creek	5/1/2026	9/1/2026
Project Close-out:	**9/30/2026***	**12/31/2026***

** Dates based on Project Schedule in ATP application*
*** Estimated based on CTC 2022 preparation schedule, no meetings in February, April, July, September nor November*

Assumptions

- This proposal is based on the RFQ, and ATP Cycle 5 application form submitted by the County of Mariposa.
- The County will prepare all quarterly progress reporting to the CTC and make all Request for Authorization (RFA) submittals to the CTC and Caltrans Local Assistance.
- Deliverables will be in electronic (PDF) format.
- Items to be provided by the Client:
    - Notice to Proceed for each phase.
    - Specifications & Standard Provisions for this project.
    - Payment of all fees for CEQA filing and permit applications, County recorder, etc.
- Provost & Pritchard's current CAD version and CAD standards and title block will be used for the design of this project.

Future Phases

Future Phases – PSE, ROW & CON – are summarized below for awareness; a more complete scope and associated fee will be prepared as an amendment(s) to the contract following completion of the PA&ED phase and as requested by the County.

Phase PSE: Plans, Specifications & Estimates

This phase will progress the preliminary (30%) design prepared in the PA&ED phase to full construction documents (plans and specifications) along with a refined EOPCC and prepare the project for bidding

Phase ROW: Right-of-Way

This phase will include property acquisition, easements, utility relocation agreements, encroachment permits, as well as environmental regulatory permits.

Phase CON: Construction

Following the County obtaining ROW clearance and authorization from CTC for CON funding, our design team will assist the County Public Works Department during the bidding and construction phase.

Additional Services

The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Geotechnical engineering (soil borings, soils analysis)
- Public Outreach or engagement
- The future phases as summarized above.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

[X] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Consultant: Provost & Pritchard Consulting Group

Project No. _____ Contract No. _____ Date: 5/5/2022

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Engineer V	Michael Osborn	96	$ 63.50	$ 6,096.00
Senior Planner IV	Briza Sholars	96	$ 49.00	$ 4,704.00
Associate Planner IV	Jarred Olsen	95	$ 41.25	$ 3,918.75
Assistant Planner	Ryan McKelvey	95	$ 29.50	$ 2,802.50
Project Administrator III	Jackie Lancaster	61	$ 35.25	$ 2,150.25
Associate GIS Specialist IV	Mallory Serrao	31	$ 35.25	$ 1,092.75
Assistant GIS Specialist IV	Benjamin Toews	24	$ 26.25	$ 630.00
Licensed Surveyor III	Bryan Bowers	31	$ 56.50	$ 1,751.50
Associate Technician V	Frank Williamson	56	$ 39.25	$ 2,198.00
Assistant Surveyor II	Richard Audelo	17	$ 29.75	$ 505.75
Project Administrator IV	Melissa Santillanez	18	$ 27.00	$ 486.00
2 Man Survey Crew (Chief of Party-Prevaling Wage)		55	$ 85.34	$ 4,693.70
Associate Engineer		55	$ 45.00	$ 2,475.00
Assistant Engineer		56	$ 40.00	$ 2,240.00
	Total	786.0		$ 35,744.20

LABOR COSTS

a) Subtotal Direct Labor Costs $ 35,744.20
b) Anticipated Salary Increases $ -

c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** $ 35,744.20

INDIRECT COSTS

d) Fringe Benefits (Rate): 50.15%
e) Total Fringe Ber [(c) × (d)] $ 17,925.72
f) Overhead (Rate): 68.00%
g) Overhead [(c) × (f)] $ 24,306.06
h) General and Administrative (Rate): 29.38%
i) Gen & Admin [(c) × (h)] $ 10,501.65
j) **TOTAL INDIRECT COSTS [(e)+(g)+(i)]** $ 52,733.42

FIXED FEE

p) (Rate): 13.5%
k) **TOTAL FIXED PROFIT [(c)+(j)] × (p)]** $ 11,944.48

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs		725	0.585	$ 424.13
Equipment Rental and Supplies				$ -
Permit Fees				$ -
Plan Sheets				$ -
Test				$ -

l) **TOTAL OTHER DIRECT COSTS** $ 424.13

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	WRT, Inc.	$ 70,588.62
Subconsultant 2:	Live Oak Associates, Inc.	$ 11,800.00
Subconsultant 3:	ASM Affiliates	$ 6,589.25
Subconsultant 4:		$ -

m) **TOTAL SUBCONSULTANT' COSTS** $ 88,977.87

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** $ 89,402.00

TOTAL COST [(c)+(j)+(k)+(n)] $ 189,824.09

NOTES:

1. Key personnel must be marked with an asterick (*) and employees that are subject to prevailing wage requirements must be marked with two astericks (**). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a congnizant agency or accepted by Caltrans.
3. Anticipated salary increases calculations (page 2) must comply.

COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ON ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant **Provost & Pritchard Consulting Group** Contract No. _____ Date **5/5/2022**

SCHEDULE OF OTHER DIRECT COSTS ITEMS

PRIME CONSULTANT

DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
		PRIME TOTAL ODC'S =	

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and just when the client will pay for them as a direct cost
3. Items when incurred for the same purpose, in like circumstance, should not be included in any inderict cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that be considerd "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be suppoerted by mileage logs.
8. If a consultant proposes rental costs for a veehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Heather Bashian

Title: Director of Operations

Signature: Heather Bashian

Date of Certification (mm/dd/yyyy): 5/5/2022

Email: hbashian@ppeng.com

Phone Number: (559) 392-1580

Address: 455 W. Fir Avenue, Clovis, CA 93611

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2022

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

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

PRODUCER LIC #0B29370 1-559-451-3200
Edgewood Partners Insurance Center (EPIC)
[Fresno Branch - Branch ID 15283]
5250 N. Palm Avenue, Suite 220

Fresno, CA 93704

CONTACT NAME: Certificates Department
PHONE (A/C, No, Ext): 925.244.7700 FAX (A/C, No): 925.901.0671
E-MAIL ADDRESS: EPICcerts@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL FIRE INS CO OF HARTFORD	20478
INSURER B: CONTINENTAL INS CO	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Provost & Pritchard Engineering Group, Inc.;
Provost & Pritchard Consulting Group
455 W. Fir Avenue

Clovis, CA 93611-0242

COVERAGES **CERTIFICATE NUMBER:** 65412637 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6050192477	10/01/21	10/01/22	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	6050192432	10/01/21	10/01/22	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6050192463	10/01/21	10/01/22	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	7012309679	04/15/22	04/15/23	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Hired Auto Physical Dam			6050192432	10/01/21	10/01/22	COMP/COLL $1,000	75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Mariposa Creek Parkway Phase III /
ADDITIONAL INSURED: County, its officers, officials, employees, and volunteers

CERTIFICATE HOLDER

County of Mariposa

4639 Ben Hur Road

Mariposa, CA 95338 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian D. Quinn

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/09/2022

NAME OF INSURED: Provost & Pritchard Engineering Group, Inc.;
Provost & Pritchard Consulting Group

Additional Description of Operations/Remarks from Page 1:

Additional Information:

General Liability Additional Insured and Primary Non-Contributory applies per form CNA75079XX (10-16); General Liability Waiver of Subrogation applies per form CNA75008XX (10-16)
General Liability General Aggregate Limit - Per Project applies per form CNA75061XX (1-15)
Auto Additional Insured and Primary Non-Contributory applies per form CNA71527XX (10/12)
Auto Waiver of Subrogation applies per form CA 04 44 10 13
Workers Compensation Waiver of Subrogation applies

per form G-19160-B (11-1997)

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No. 6050192477
Endorsement No. -
Effective Date:10/01/21

Insured Name:

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6050192477
Endorsement No:
Effective Date: 10/01/2021

Insured Name: Provost & Pritchard Engineering Group; Provost & Pritchard Consulting Group

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group

Endorsement Effective Date: 10/01/21

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CNA

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2022

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt Diablo Blvd, #230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Provost & Pritchard Engineering Group, Inc Provost and Pritchard Consulting Group 455 W. Fir Ave. Clovis CA 93611 PROV&PR-02	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 962728288 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9984393	10/1/2021	10/1/2022	Per Claim Aggregate Limit	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Mariposa Creek Parkway Phase III

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Rd.
Mariposa CA 95338

CANCELLATION 30 Days Notice of Cancellation.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-601

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Memorandum of Understanding (MOU) with Mariposa Unified School District (MCUSD) and Mariposa County for the Grizzly Field Area; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Mariposa Unified School District (MCUSD) and Mariposa County for the Grizzly Field Area; and Authorize the Board of Supervisors Chair to Sign the MOU.

This agreement pertains to the Mariposa High School Grizzly Field area. The County's level of responsibility for this area will decrease compared to previous years. The County will take responsibility for the ballfield lights and the associated electricity costs. However, the County will no longer be accountable for restroom maintenance and repairs or the upkeep of athletic field grooming, as outlined in the previous MOU.

The District will assume new responsibilities, which include irrigating, fertilizing, and mowing the field, as well as maintaining any fences and other areas of the facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved MOU's between the School District and County in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the county will continue to maintain an area that is no longer used by county.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **MOU-MCUSD - Grizzley Field**

VOTE RESULT

RESULT: **Adopted**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso

AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

DRAFT

FACILITIES USE AGREEMENT BY AND BETWEEN MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT AND THE COUNTY OF MARIPOSA FOR RECREATIONAL USE OF FACILITIES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2023, by and between the Mariposa County Unified School District, a public school district organized and existing under the laws of the State of California ("DISTRICT") and The County of Mariposa, a political subdivision of the State of California, ("COUNTY"). The DISTRICT and the COUNTY are collectively referred to as "the Parties."

RECITALS

WHEREAS, Chapter 10 of Part 7 of Division l of the Education Code of the State of California, commencing with Section 10900, authorizing counties and school districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State ("Community Recreation"); and

WHEREAS, DISTRICT and **COUNTY** are authorized under California law to operate and maintain recreation centers, as defined in Education Code section l 0901 (f) ("Recreation Center"), for Community Recreation; and

WHEREAS, DISTRICT and **COUNTY** desire to enter into an agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of **DISTRICT** and **COUNTY**;

WHEREAS, DISTRICT owns a certain Recreation Center site ("Facility") and desires that COUNTY may have the use of such facility pursuant to the terms of this Agreement, for Community Recreation.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Description of Facility.** A description of the Facility is attached hereto marked Exhibit "A" and by this reference incorporated herein.

2. **Use of Facility.** **DISTRICT** hereby grants a non-exclusive license to **COUNTY** to use the Facility in accordance with the terms and conditions set forth in this Agreement including the following:

   (a) **COUNTY** may utilize the Facility without monetary consideration except for such extraordinary costs as County may identify during the term of this Agreement. As a prerequisite to seeking reimbursement from **DISTRICT** for any portion of such costs, **COUNTY** shall obtain prior written approval from **DISTRICT** for any extraordinary costs and provide supporting documentation.

(b) Notwithstanding anything in this Agreement to the contrary, **DISTRICT** shall have exclusive use of the Facility at all times during Monday through Friday (except **DISTRICT** holidays) from one-half (l /2) hour before the commencement of school until one half (1/2) hour after the end of school. **DISTRICT** shall have the prior right of use of Facility after the end of school for athletic practice sessions and contests.

(c) At all other times, the Facility shall be open to the public for recreation purposes at such times as determined by **COUNTY** and subject to the rules and regulations established by **COUNTY**. Use of the Facility by **COUNTY** shall not interfere with **DISTRICT'S** customary use of the Facility including, but not limited to, back to school nights, school assemblies, cleaning, and/or maintenance activities.

(d) **COUNTY** and **DISTRICT** shall periodically meet at the request of either party for the purpose of scheduling anticipated uses of the Facility.

3. **Maintenance and Repair.**

(a) **COUNTY** and **DISTRICT** shall share equally in the cost of water to Facility. **COUNTY** shall be responsible for the cost of electricity, maintenance, and repair of ballfield lights. **DISTRICT** shall be responsible for irrigating, fertilizing, and mowing the fields. **DISTRICT** shall also maintain any fences and any other items of Facility.

(b) **COUNTY** and **DISTRICT** agree that upon written authorization of **DISTRICT**, **COUNTY** may provide special maintenance or improvements to the Facility which are deemed beneficial to all parties provided **COUNTY** complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

(c) **COUNTY** and **DISTRICT** agree that the Facility will be kept in good repair and in a manner suitable for usage by **COUNTY** and **DISTRICT** for the purpose of athletic programs. **COUNTY** and **DISTRICT** shall meet from time to time at the request of either party to determine how to cooperatively establish and achieve this standard of care.

(d) **COUNTY** and **DISTRICT** agree to schedule and perform any maintenance or improvements to the Facility at times and in such manner as to minimize the impact upon use of the Facility by either party or other community uses. Such work will be coordinated with the **DISTRICT EXECUTIVE DIRECTOR OF MAINTENANCE, OPERATIONS TRANSPORTATION, FACILITIES, AND WAREHOUSE.**

4. **Civic Center Act.** **COUNTY** and **DISTRICT** acknowledge that **DISTRICT** Facility is deemed a "Civic Center" pursuant to the Civic Center Act (Education Code sections 40040, et seq.) and that use of the Facility must comply with the provisions of the Civic Center Act. **COUNTY** and **DISTRICT** understand that other individuals and/or entities may utilize the Facility pursuant to the Civic Center Act.

5. **Term of this Agreement.** This Agreement shall be in effect for a period not to exceed five (5) calendar years from the date of the last signature affixed hereto or until such time as one

party notifies the other party by giving prior written notice to that party's intent to terminate or amend this Agreement as set forth in paragraph 6 below.

6. **Termination of Agreement.** **COUNTY** or **DISTRICT** may terminate this Agreement by delivery of written notice of election to terminate at least six (6) months prior to the termination date elected.

7. **Insurance.** **COUNTY** and **DISTRICT** shall, at their own cost and expense, procure and maintain during the term of this Agreement, Commercial General Public Liability Insurance against claims for personal injury, death, or property damage which arises from any negligent act or omission by such party with respect to this Agreement. Such coverage shall be in an amount not less than One Million Dollars ($1,000,000) per occurrence, with a general aggregate limit not less than Two Million Dollars ($2,000,000). The policy for same shall insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the Facility and shall insure performance by such party of any of the hold-harmless provisions set forth herein. Each party shall name the other party as an additional insured under each party's policy of insurance.

   The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities. The policy shall specifically insure the other party against loss or liability caused by or connected with such party's use of the Facility under this Agreement. Each party shall within thirty (30) days of execution of this Agreement, deposit with the other party a certificate or similar document, showing such insurance to be in full force and effect.

8. **Mutual Indemnification.** **COUNTY** agrees to hold harmless, defend, and indemnify **DISTRICT** against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of **DISTRICT**, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facility by **COUNTY** or its agents, servants, employees, or implementation of this Agreement including without limitation, negligent acts or omissions of **COUNTY** involving the condition of the Facility which the **COUNTY** was obligated to maintain.

9. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

District: Superintendent
Mariposa County Unified School District
P.O. Box 8
Mariposa, CA 95338

County: Mariposa County Board of Supervisors

P.O. Box 784
Mariposa, CA 95338

The parties shall provide each other after-hours emergency contact phone numbers of appropriate supervisory staff, which shall be periodically updated. Such lists shall also include emergency contact numbers for other facilities, which may be utilized in the event of a community emergency.

10. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all other parties hereto.

11. **Supervision.** Each party shall be responsible for supervising their respective activities at the Facility. With respect to use of the Facility by local **COUNTY** recognized recreation organizations ("Recreation Organizations"), **COUNTY** shall be responsible for the scheduling of recreation programs by any such Recreation Organizations. **COUNTY** shall require each of the Recreation Organizations to execute a document stating the following:

> **COUNTY** agrees to hold harmless, defend, and indemnify **DISTRICT** against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of **DISTRICT**, its agents, servants, or employees), whenever such injury, death, loss damage or claim is a consequence of, or arises out of the use of the Facility by **COUNTY** or its agents, servants, employees, or implementation of this Agreement including without limitation, negligent acts or omissions of **COUNTY** involving the condition of the Facility for which the **COUNTY** was obligated to maintain.

12. **Inconsistent Use.** In the event that **DISTRICT'S** governing board should determine that **COUNTY'S** use of the Facility is not consistent with **DISTRICT'S** use of the Facility for school purposes or that **COUNTY'S** use interferes with **DISTRICT** education programs and activities at the Facility the parties agree to resolve such dispute pursuant to paragraph 14 and 15, below, of this Agreement.

13. **Emergency/Disasters.** The **DISTRICT SUPERINTENDENT** is responsible for safeguarding the health, welfare, and safety of students. In emergency situations, the Superintendent or designee shall take such action as **THE DISTRICT SUPERINTENDENT** deems appropriate to provide for the safety of the students. In the event of an emergency or a disaster as determined by the **DISTRICT**, the Facility shall be under the exclusive control and supervision of **DISTRICT**.

Should an emergency and/or disaster require immediate action with respect to repairs, maintenance, or safeguarding of the Facility, **COUNTY** and **DISTRICT** agree to take a joint approach with respect to such action and, if possible, to consult each other prior to taking such action. However, should a party be unable to consult with the other party, and immediate action is required to minimize damage to the Facility and/or to protect the safety

and welfare of the public, such party may act without consultation with the other party and after the emergency/disaster is over, both parties shall attempt to resolve any dispute with respect to such action. If the parties are unable to resolve a dispute with respect to an action taken in response to an emergency/disaster, such dispute shall be resolved in the manner set forth in the sections in this Agreement relating to mediation and arbitration.

l4. **Resolution without Arbitration (Mediation).** In the event any dispute arises over the scheduling of the use of Facility or any other dispute arising under the terms of this Agreement, **DISTRICT** and **COUNTY** representatives shall meet and confer with the objective of resolving such disputes within seventy-two (72) hours of the request of either party. If within seven (7) days, or such longer period as may be agreed upon by the parties, the dispute cannot be resolved by the parties to their mutual satisfaction, **DISTRICT** and **COUNTY** shall then convene a committee composed of two (2) members of **DISTRICT'S** governing board; two (2) members of **COUNTY'S** governing board along with one (]) staff member from both **DISTRICT** and **COUNTY**. The committee shall meet as soon as possible to attempt to resolve the dispute to the mutual satisfaction of the parties.

15. **Arbitration of Disputes**. If the committee convened pursuant to Section 14 is unable to resolve any dispute between the parties within fourteen (14) days, or such longer period as may be agreed upon by the parties, such disputes shall be decided by arbitration in accordance with the then current rules of the American Arbitration Association, unless the parties shall mutually agree otherwise. No arbitration shall include any party other than **DISTRICT** and **COUNTY** and any other person substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in the arbitration. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of a demand for arbitration shall be filed with the other party and with the American Arbitration Association within a reasonable time and in no event after the date on which legal or equitable proceedings based on such claim, dispute or matter in question would be barred by the applicable statute of limitations.

16. **Official Representatives.** The official representatives for **DISTRICT** and **COUNTY** shall be the **DISTRICT SUPERINTENDENT** or designee for the **DISTRICT** and the **COUNTY PUBLIC WORKS DIRECTOR** or designee for the **COUNTY**. These official representatives shall be responsible for assuring compliance with the rules for use of the Facility including without limitation **DISTRICT** and **COUNTY'S** administrative regulations.

17. **No Assignment of Rights.** No rights which **DISTRICT** or **COUNTY** has under this Agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

18. **Employees.** For purposes of this Agreement, all persons employed in the performance of services and functions for the **COUNTY** shall be deemed **COUNTY** employees and no **COUNTY** employee shall be considered as an employee of the **DISTRICT** under the jurisdiction of the **DISTRICT**, nor shall such **COUNTY** employees have any **DISTRICT** pension, civil service, or other status while an employee of the **COUNTY**.

For purposes of this Agreement, all persons employed in the performance of services and functions for the **DISTRICT** shall be deemed **DISTRICT** employees and no **DISTRICT** employee shall be considered an employee of the **COUNTY** under jurisdiction of the **COUNTY**, nor shall such **DISTRICT** employees have any **COUNTY** pension, civil service, or other status while an employee of the **DISTRICT**.

19. Recreation Program Costs. Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization, which might benefit from a particular aspect of this Agreement. The **COUNTY** covenants and agrees to bear all costs that it should incur in respect to the operation of any recreation program, including the cost of service of its employees and incidental costs in connection therewith. **DISTRICT** covenants and agrees to bear all costs that should incur in respect to the operation of any school activity.

The parties acknowledge that each party may charge reasonable fees for the use of the Facility as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

20. Specific Provisions.

(1) Locks - Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at the Facility will be coordinated in such a manner to allow dual access while maintaining the safety and property security of the Facility.

(2) Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

22. Entire Agreement. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter thereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

DRAFT

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

_____

Jeff Aranguena, Superintendent
Mariposa County Unified School District

Date: _____

MCUSD Board Approved on:

Date: _____

Certified By: _____

COUNTY OF MARIPOSA

_____

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date: _____

APPROVED AS TO FORM:

_____

Certified By: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-602

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Third Amendment to Agreement with Vanir Construction Management for the Sheriff Head Quarters Project Increasing Compensation by $3,150 for a New Amount Not to Exceed $245,630; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment to Agreement with Vanir Construction Management for the Sheriff Head Quarters Project Increasing Compensation by $3,150 for a New Amount Not to Exceed $245,630; and Authorize the Board of Supervisors Chair to Sign the Amendment

The proposed amendment covers costs for the preparation of presentation materials. Presentation-level models and supporting documentation are required to support future grant opportunities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 11, 2018, the Board authorized Public Works to begin seeking funds for the design and construction of new Sheriff's Office Facilities. (Resolution No. 2018-439)

On September 17, 2019, the Board approved an Agreement with Vanir Construction Management for a Needs Assessment and conceptual designs, (Resolution No. 2019-540)

On January 12, 2021, the Board approved the First Amendment extending the term of the Agreement. (Resolution No. 2021-05)

On June 7, 2022, the Board approved the Second Amendment to the Agreement and Increasing Compensation. (Resolution 2022-331)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Existing facilities are currently located in deficient spaces with no expansion capability. Do not approve and the County will have to seek alternative facilities to maintain Law Enforcement operations.

FINANCIAL IMPACT

Sufficient funds are budgeted in 5577: Sheriff Headquarters.

ATTACHMENTS

1. **Vanir - ENG SO bldg- Original**
2. **Vanir - ENG SO bldg - First Amendment**

3. **Vanir - ENG SO bldg - Second Amendment**
4. **Third Amendment Vanir_Sheriffs Headquaters**

VOTE RESULT

RESULT:

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

RES. NO. 19-540

20-008

AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of Sept., 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Vanir Construction Management, Inc., ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on August 13, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform design services for the new Law Enforcement Headquarters Facility as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $130,170. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

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

$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 twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $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

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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:
Vanir Construction Management, Inc.
4540 Duckhorn Dr. Suite 300
Sacramento, CA 95834
916.575.8888

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

*Copy to Fresno Office

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

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.

Funding Source:

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Vanir Construction Management, Inc.
STEVEN WHITEHEAD, President

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT "A"

Proposed Scope of Services and Approach

Vanir Construction Management, Inc. (Vanir) is a full-service firm. The services provided by Vanir inclide condition assessments; condition reviews; needs assessments; ADA assessments; financial feasibility studies; funding; grant applications; renewable energy technology; architecture; engineering; program / project / construction management; fixtures, furniture, and equipment (FF&E) selection; and warranty services. Vanir's market makeup revolves around justice, healthcare, education, aviation / transportation, infrastructure, and public buildings. It is with this experience that Vanir has a full understanding of the complexities of the Mariposa County Law Enforcement Headquarters Facility project. We have thoroughly read the RFQ and attended the site walk-through, and realize the need for modernization of the Headquarters Facility. It is our understanding that the facility located at 5099 Old Highway North, Mariposa, CA 95338 is for reuse.



Our planning and approach are shown in the following chart, and a detailed expansion of each of the three sections are listed in the Scope of Work section.

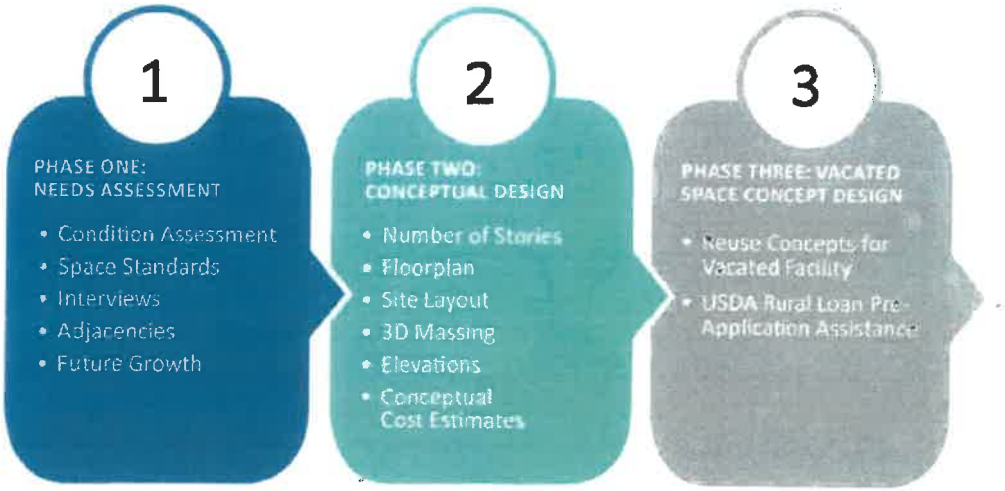


EXHIBIT "B"

VANIR
Construction Management, Inc.

2444 Main Street, Suite 130
Fresno, CA 93721
T 559-496-0536
F 559-860-0173
vanir.com

June 6, 2019

County of Mariposa
Attn: Gary Brown, P.E.
4639 Ben Hur Road
Mariposa, CA 95338

RE: Mariposa County Law Enforcement Headquarters Facility - Cost Proposal

Dear Mr. Brown:

Attached is a comprehensive fee proposal with names of the individuals that will have responsibility in the planning effort of your project. The chart below includes proposed fees for each phase of the project as outlined in the RFP.

FULL FEE (FULL SCOPE OF WORK)	
Phase One: Facility Needs Assessment	$36,850
Phase Two: Conceptual Design	$76,480
Phase Three: USDA Rural Loan Application	$30,940
Reimbursable Expenses	$2,900
Total	**$146,170**

We have estimated work that is included in your scope of work; however, we normally don't see the level of effort in a planning document as outlined in Phase Two, pertaining to the schematic design and architectural look of the facility. This effort is typically commenced once an architect is selected for full design of the facility. We feel we can reduce the project fee if the requirement for building elevations and rendering is not included. We can, however, include samples of other projects we have completed as to an aesthetic character of the building mass. This would be included in the fee below. Our fee reduction would be $16,000 to Phase Two, which would bring the total fee proposal for the three phases as follows:

ALTERNATE FEE (REDUCED SCOPE OF WORK)	
Phase One: Facility Needs Assessment	$36,850
Phase Two: Conceptual Design	$59,480
Phase Three: USDA Rural Loan Application	$30,940
Reimbursable Expenses	$2,900
Total	**$130,170**

Of course, all aspects of our proposal are negotiable, and we can deliver any planning project that you need.

Sincerely,

Jerry Avalos
Principal-in-Charge, Area Manager
Vanir Construction Management, Inc

Personnel	Aboytes	Buck	Anderson	King	Loeper	Newton	Sabati	Toy	Holloway
Billing Rate	$170	$185	$120	$145	$110	$100	$155	$145	$100
Task									
Phase One -60 Calendar Days (8 Weeks)									
Conduct Meetings, Workshops, and Site Visits	16	16	16	8	0	8	0	0	0
Conduct Facility and Site Inventory	Inc.	Inc.	Inc.	0	0	8	0	8	3
Collect Site Topography and Acreage	Inc.	Inc.	Inc.	0	0	Inc.	0	0	0
Determine Site Adjacencies and Land Use	Inc.	Inc.	0	0	0	Inc.	0	0	0
Determine Sheriff, 911 EOC Operations	Inc.	Inc.	Inc.	0	0	0	0	0	0
Conduct Facility and Physical Plant Evaluations	4	0	4	8	0	8	0	8	0
Conduct Site Reviews and Evaluations	Inc.	Inc.	Inc.	0	0	Inc.	0	0	0
Determine Community Impacts	Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Site Infrastructure Capabilities	Inc.	4	4	0	0	0	0	4	0
Determine Facility Space Needs	8	14	4	0	0	8	0	0	0
Establish Department Space Standards	8	8	0	0	0	0	0	0	0
Establish Personal Office Space Standards	Inc.	Inc.	0	0	0	0	0	0	0
Determine LEED Project Status	0	4	0	4	0	0	0	8	0
Determine Anticipated Department Growth	12	0	6	0	0	0	0	0	3
Determination of Construction Delivery Method	Inc.	Inc.	Inc.	0	0	0	0	0	0
Conduct Condition Assessment of Current Buildings	8	Inc.	8	8	0	8	0	4	0
Prepare Timeline	0	0	4	0	0	0	0	0	0
Phase One Total Hours	56	46	46	28	0	40	0	32	6
Phase One Total Fee	$9,520	$8,510	$5,520	$4,060	$-	$4,000	$-	$4,640	$600
Phase One Total: $36,850									

Phase Two - 90 Calendar Days (13 Weeks)									
Conduct Meetings, Workshops, Interviews, and Site Visits	8	8	8	0	0	0	0	0	0
Establish Budget and Funding Guidelines	Inc.	Inc.	Inc.	0	0	0	0	0	0
Prepare and Disseminate Staff Survey to All Personnel	4	0	12	0	0	0	0	0	4
Prepare Base Site Plan – New Building Site (1)	4	16	0	0	0	16	0	0	0
Develop Master Planning Site Use Options	6	16	0	8	0	4	0	0	0
Develop Ingress / Egress for New Site	Inc.	Inc.	Inc.	0	0	8	0	0	0
Programming - New Facilities	8	16	4	0	0	0	0	0	0
Determine Adjacencies – New Facilities	Inc.	Inc.	0	0	0	8	0	0	0
Prepare Schematic / Conceptual Floorplan – New Facilities	4	20	0	4	0	24	0	0	0
Solicit Direction Regarding Design Issues	Inc.	Inc.	Inc.	0	0	0	0	0	0
Test Fit – New Facility Conceptual Designs on New Sites	Inc.	Inc.	0	0	0	10	0	0	0
Prepare 3D Massing Drawings	0	16	0	0	0	24	0	0	0
Prepare Key Elevations*	0	8	0	0	8	8	0	0	0
Prepare Renderings*	0	24	0	0	40	40	0	0	0
Prepare Cost Estimates	Inc.	Inc.	0	0	0	0	36	0	0
Determine Essential Services Building Requirements	Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Number of Floors	0	Inc.	0	0	0	0	0	0	0
Determine Materials and Finishes	2	0	2	.	0	0	0	0	0
Prepare Final Report	28	0	24	12	12	18	0	0	36
Phase Two Total Hours	64	124	50	24	60	160	36	0	40
Phase Two Total Fee	$10,880	$22,940	$6,000	$3,480	$6,600	$16,000	$5,580	$-	$4,000
Phase Two Total: $75,480									

*For our Alternate Fee, we would remove all costs associated with these two line items: Prepare Key Elevations and Prepare Renderings. By removing this from our scope of work, our fee will reduce by $16,000.

Phase Three - 45 Calendar Days (6 Weeks)									
Conduct Meetings, Workshops, Interviews, and Site Visits	8	0	8	0	0	0	0	0	0
Prepare USDA Pre Application	Inc.	0	Inc.	0	0	0	0	0	0
Budget Information	4	0	8	0	0	0	0	0	0
Feasibility Reports	16	0	16	0	0	0	0	0	0
Service Area Boundaries	4	0	4	0	0	0	0	0	0
CEQA/NEPA Information	12	0	24	8	0	0	0	0	0
Preliminary Architectural Reports	4	0	4	0	0	0	0	0	0
Assurances Construction Program	8	0	8	0	0	0	0	0	0
Financial Statements	4	0	4	0	0	0	0	0	0
Assemble Document for Submission to USDA	20	0	40	0	0	0	0	0	0
Complete USDA Checklists	4	0	4	0	10	0	0	0	0
Total Hours	84	0	120	8	10	0	0	0	0
Total Fee	$14,280	$-	$14,400	$1,160	$1,100	$-	$-	$-	$-
Phase Three Total: $30,940									

Total Hours (Phases 1 – 3)	204	170	216	60	70	200	36	32	46
Total Fee (Phases 1 – 3)	$34,680	$31,450	$25,920	$8,700	$7,700	$20,000	$5,580	$4,640	$4,600
Total (Phases 1 – 3): $143,270									

Reimbursable Expenses	
Travel and Printing	$2,900
Grand Total	
Phases 1 – 3 ($143,270) + Reimbursable Expenses ($2,900)	**$146,170**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2019

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 Edgewood Partners Insurance Center License #0B29370 PO Box 13847 Sacramento CA 95853	**CONTACT NAME:** Rebecca Foster **PHONE (A/C, No, Ext):** 916 576-1524 **FAX (A/C, No):** 916 583-7613 **E-MAIL ADDRESS:** Rebecca.Foster@epicbrokers.com
INSURED VANICONS Vanir Construction Management, Inc. 4540 Duckhorn Drive, Suite 300 Sacramento CA 95834	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Co — 16535 **INSURER B :** Travelers Prop Casualty Co of America — 25674 **INSURER C :** Lloyds of London — 85202 **INSURER D :** Liberty Insurance Underwriters. Inc. — 19917 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 487654154 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO102078403	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA1N956267	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			100018366104	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC102078303	7/1/2019	7/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made-Retro Date 01/01/1982			B0702BN301750N	7/1/2019	7/1/2020	Each Claim/Aggregate Deductible	$3,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: New Law Enforcement HQ Facility, Agreement #20-008. Additional Insured: County of Mariposa, its officers, officials, employees and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. Notice of cancellation to the certificate holder applies per the attached endorsements. Auto Liability and Professional Liability notice of cancellation will follow upon receipt from carriers.

CERTIFICATE HOLDER

County of Mariposa
Attn: Jean Dordan, Public Works
4639 Ben Hur Road
Mariposa CA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078403	07/01/19	07/01/20	07/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Vanir Construction Management, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.

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General Liability Supplemental Coverage Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO102078403	07/01/19	07/01/20	07/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

   Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

   a. Is newly acquired or formed during the policy period;

   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II** – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

      a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

      b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

      c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

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In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

(a) You;

(b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and

(c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

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(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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Policy #BA1N956267

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

      (1) Excess while it is connected to a motor vehicle you do not own; or

      (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY **WC 04 03 06**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078403	07/01/19	07/01/20	07/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/19 Policy No. WC102078303 Endorsement No.
Insured Vanir Construction Management Premium $

Insurance Company Zurich American Insurance Company

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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-25

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law Enforcement Facility

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with Vanir Construction Management, Inc. for Space Needs Assessments & Constructability of New Law Enforcement Facility to Extend the Term of the Agreement to December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On September 17, 2019 Resolution 2019-540 the Board approved and Agreement with Vanir Construction Management, Inc. for the design and construction survey.

On September 11, 2018 Resolution 2018-439 the Board approved the Public Works Director to advertise for a design and construction survey.

The County purchased land adjacent to the Adult Detention Facility for the purpose of constructing a Law Enforcement Center, a Constructability Study is a requirement for a USDA Loan should the County desire to take advantage to Rural Public Facilities Low Interest Loan Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, work performed may not be paid and the project will cease.

FINANCIAL IMPACT:
Fiscal Resources will come from Appropriated Funds.

ATTACHMENTS:
Vanir Const Mgmt, Inc 20-008 (PDF)
Vanir Const. Mgmt 1st amd (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY

THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES is made and entered into this 29th day of January 2021 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Vanir Construction Management, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated September 17, 2019, wherein **Contractor** agreed to provide design service; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement.

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to from June 30, 2020 to December 31, 2021.

2. 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, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Vanir Construction Management, Inc.

ATTEST:

Tracy Dauthin, Deputy
for RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-331

MEETING: June 7, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Second Amendment to Agreement and Budget Action for Vanir Construction Management

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to the Agreement with Vanir Construction Management for the Sheriff HQ Project Increasing Compensation by $112,310 for a New Amount Not to Exceed $242,480; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds from the Transient Occupancy Tax Fund to the Public Works Budget ($112,310).

Vanir has completed a physical and operations analysis of the existing facilities and operations of the Sheriff Department. This work included a space analysis for current and future needs. Building concepts and conceptual cost estimates have been prepared for a site north of the jail (APN 012-340-0020). Site development costs including earthwork and retaining walls are estimated at approximately $5 million. Since that time, the County has acquired property south of the jail, referred to as the Pfremmer property.

The proposed amendment includes re-validating the prior work and developing conceptual level drawings and construction estimates for a new site south of the jail. Additional study of the new site should result in cost savings in earthwork and site development in the future. The Sheriff, Public Works, and Planning will work closely together to ensure the conceptual site plan also incorporates future land development concepts and other projects like the Mariposa Creek Parkway.

Once the concept and estimates are complete, the County may begin pursuing grants and other funding such as the USDA Rural Development Community Facilities Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On September 11, 2018, the Board authorized Public Works to begin seeking funds for the design and construction of new Sheriff's Office facilities. (Resolution No. 2018-439)

On September 17, 2019, the Board approve an Agreement with Vanir Construction

Management for a Needs Assessment and conceptual designs. (Resolution No. 2019-540)

On January 12, 2021, the Board approved the first Amendment extending the term of the Agreement. (Resolution No. 2021-025)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Existing facilities are currently located in deficient spaces with no expansion capability. Do not approve and the County will have to seek alternative facilities to maintain Law Enforcement operations.

FINANCIAL IMPACT:
The proposed Public Works Engineering budget will include a new fund: 5577 Sheriff Headquarters and will be funded for engineering plans and specifications from Transient Occupancy Tax thus, decreasing the General Fund.

ATTACHMENTS:
Vanir Const. Mgmt 1st amd (PDF)
Vanir Const. Mgmt 2nd amd (PDF)
Vanir Const Mgmt, Inc 20-008 (PDF)
Budget Action - FY21-22 Fund 5577 Vanir (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

MR

ID # 11895

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	41102	Transient Occupancy Tax		($112,310)	
1001	100	80111	Transfer Out		$112,310	
5577	350	49101	Transfer In		($112,310)	
5577	350	60301	General Professional Services		$112,310	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: Vanir contract

DEPT HEAD SIGNATURE: [signature] DATE: 5/13/22

APPROVED BY RES NO. 22-331 CLERK Danielle Bordelon Deputy DATE 6-7-22

5577 Sheriff HQ

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

SECOND AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFOREMENT HEADQUARTERS FACILITY

THIS SECOND AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY, is made and entered into this 9th day of June,2022 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Vanir Construction Management, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated September 17, 2019, wherein **Contractor** agreed to provide design services for the new law enforcement headquarters facility; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment to Agreement dated January 29, 2021, wherein **Contractor** agreed to extend the term of the Agreement from June 30, 2020, to December 31, 2021; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term, change the scope of work to be provided by **Contractor**, and change the compensation.

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2023.

2. Paragraph 2, "SERVICES," is hereby amended to provide that **Contractor** agrees to provide the following additional services as described in First Amended Exhibit A, "First Amended Scope of Work," which is attached hereto and incorporated herein by reference.

3. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $112,310 will be added to the original amount of $130,170, making the total compensation paid to Contractor the not to exceed amount of $242,480. See First Amended Exhibit B, "First Amended Cost Proposal," which is attached hereto and incorporated herein by reference.

Except as herein amended, the Agreement dated September 17, 2019, together with the First Amendment dated January 29, 2021, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2021, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

7415D177637
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7415D17764B
James Smith
ZorroSign

Vanir Construction Management, Inc.

COUNTERSIGNED:
*(Government Code §25103)_*

7415D177641
Daniellejwardle
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

7415D17762D
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

FIRST AMENDED EXHIBIT A
FIRST AMENDED SCOPE OF WORK

VANIR
Construction Management, Inc.

2444 Main Street, Suite 130
Fresno, CA 93721
T 559-496-0536
F 559-860-0173
vanir.com

May 3, 2022

County of Mariposa
Attn: Shannon Hanson
Director of Public Works & Transportation
4639 Ben Hur Road Mariposa, CA 95338
email: shansen@mariposacounty.org
Delivered Via: ***Email ONLY***

RE: Exhibit A – Scope of Work, Amendment 2
Mariposa County Law Enforcement HQ Project
Add Services Request to Re-start Project & Review New Site Feasibility

Dear Ms. Hanson:

Per your request, attached is the revised comprehensive fee proposal to re-start the project and review the feasibility for a new Sheriff Operations Facility, plus provide updated exhibits for a new site location. The fee proposal includes names of the individuals that will have responsibility in the planning/conceptual design/estimating effort of your project. Due to current workloads and availability, we have switched our project director from Jim Aboytes to Rob Nash, AIA.

The chart below includes proposed fees and durations for each phase of the project to re-start, including the following tasks, some of which will require the County to perform:

1. Re-Validate Facilities Needs Assessment for New Site
2. Conceptual Design – Vanir to Prepare three (3) Site Configuration Alternatives for County Review
3. USDA Rural Loan Application

Assumptions:

Scope of work has been prepared based on the following assumptions:

1. *County to provide base map and topography map for the new proposed location.*
2. *Environmental is omitted.*
3. *Vanir assumes shallow continuous spread footings with no expansive soils present for estimating purposes.*
4. *Coordination with CalTrans is omitted.*
5. *County responsible for completing the USDA Rural application with Vanir's assistance.*

FIRST AMENDED EXHIBIT B
FIRST AMENDED COST PROPOSAL

Fee Proposal

ADD SERVICE FEE per PHASE	
Phase One: Re-validate Facility Needs Assessment (6 weeks)	$23,420
Phase Two: Conceptual Design (6 weeks)	$63,880
Phase Three: USDA Rural Loan Application (8 weeks)	$20,710
Reimbursable Expenses	$4,300
Total	**$112,310**

Thank you for the opportunity to assist the County of Mariposa on this critical project for the community.

Sincerely,
Vanir Construction Management, Inc.

Jerry Avalos, *CCM, EIT, LEED AP*
Vice President / Area Manager

Cc: Matt Hespenheide, County Engineer, Mariposa County
Scott Murphy, Senior Project Director, VCM
Rob Nash, Senior Project Director / PM, VCM
Dahl Cleek, Jail Operations Specialist, VCM

Exhibit B – Amendment 2, Breakdown of Fee Proposal

Tasks	Rates:	$195	$185	$125	$170	$195	$115	$165	$150	$245
Phase One - 45 Calendar Days (6 Weeks)	**Personnel:**	**Nash**	**Kim**	**Anderson**	**Waddel**	**Murphy**	**Brown**	**Sabati**	**Toy**	**Avalos**
Conduct Meetings, Workshops, and Site Visits for Programm Verif.		26	0	0	8	8	0	0	0	8
Collect Site Topography and Acreage of New Site		4	Inc.	Inc.	4	0	4	0	0	1
Determine Site Adjacencies and Land Use of New Site		20	0	0	6	0	Inc.	0	0	0
Conduct Site Reviews and Evaluations of New Site		6	0	0	8	0	2	0	0	0
Determine Community Impacts of New Site		Inc.	Inc.	Inc.	0	2	0	0	0	0
Determine Site Infrastructure Capabilities of New Site		Inc.	Inc.	Inc.	2	4	0	0	4	0
Determination of Construction Delivery Method of New Site		Inc.	Inc.	Inc.	0	2	0	0	0	1
Prepare Timeline of New Site		0	0	0	0	2	0	0	0	2
Total Hours		**56**	**0**	**0**	**28**	**18**	**6**	**0**	**4**	**12**
Total Fee for Phase One		**$10,920**	**$0**	**$0**	**$4,760**	**$3,510**	**$690**	**$0**	**$600**	**$2,940**

Tasks	Rates:	$195	$185	$125	$170	$195	$110	$165	$150	$245
Phase Two - 45 Calendar Days (6 Weeks)		**Nash**	**Kim**	**Anderson**	**Waddel**	**Murphy**	**Brown**	**Sabati**	**Toy**	**Avalos**
Conduct Meetings, Workshops, and Site Visits		16	0	0	8	8	0	0	0	8
Establish Budget and Funding Guidelines		8	0	0	0	4	0	4	0	2
Prepare Base Site Plan – New Building Site (3)		12	0	0	24	0	10	0	0	0
Develop Master Planning Site Use Options		12	0	0	20	0	4	0	0	0
Develop Ingress / Egress for New Site		Inc.	Inc.	Inc.	4	0	4	0	0	0
Determine Adjacencies – New Facilities		4	0	0	10	0	4	0	0	0
Prepare Schematic / Conceptual Floorplan – New Facilities		10	0	0	12	0	4	0	0	0
Solicit Direction Regarding Design Issues		Inc.	Inc.	Inc.	0	0	0	0	0	0
Test Fit – New Facility Conceptual Designs on New Sites		8	Inc.	0	8	0	10	0	0	0
Prepare 3D Massing Drawings		0	0	0	14	0	16	0	0	0
Prepare Key Elevations		2	0	0	10	0	2	0	0	0
Prepare Cost Estimates - 1 Site Option ONLY		4	Inc.	0	0	4	0	40	0	2
Determine Essential Services Building Requirements		Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Number of Floors		0	Inc.	0	0	0	0	0	0	0
Determine Materials and Finishes		4	0	0	0	0	0	0	0	0
Prepare Revised Final Report		40	0	0	4	2	6	0	0	2
Total Hours		**120**	**0**	**0**	**114**	**18**	**60**	**44**	**0**	**14**
Total Fee for Phase Two		**$23,400**	**$0**	**$0**	**$19,380**	**$3,510**	**$6,900**	**$7,260**	**$0**	**$3,430**

Tasks	Rates:	$195	$185	$125	$170	$195	$110	$165	$150	$245
Phase Three - 60 Calendar Days (8 Weeks)		**Nash**	**Kim**	**Anderson**	**Waddel**	**Murphy**	**Brown**	**Sabati**	**Toy**	**Avalos**
Conduct Meetings, Workshops, Interviews, USDA Field Office Coordination		12	0	12	0	8	0	0	0	8
Prepare USDA Pre Application		Inc.	0	Inc.	0	0	0	0	0	0
Budget Information		2	0	4	0	0	0	0	0	0
Feasibility Reports		2	0	4	0	0	0	0	0	0
Service Area Boundaries		2	0	4	0	0	0	0	0	0
CEQA/NEPA Information		2	0	4	0	0	0	0	0	0
Preliminary Architectural Reports		2	0	4	0	0	0	0	0	0
Assurances Construction Program		2	0	4	0	0	0	0	0	4
Financial Statements		2	0	4	0	0	0	0	0	0
Assemble Document for Submission to USDA		2	0	12	0	0	12	0	0	0
Complete USDA Checklists		4	0	6	0	2	4	0	0	2
Total Hours		**32**	**0**	**58**	**0**	**10**	**16**	**0**	**0**	**14**
Total Fee for Phase Three		**$6,240**	**$0**	**$7,250**	**$0**	**$1,950**	**$1,840**	**$0**	**$0**	**$3,430**
Grand Total Hours		**208**	**0**	**58**	**142**	**46**	**82**	**44**	**4**	**40**
Grand Total Fee without Reimbursables		**$40,560**	**$0**	**$7,250**	**$24,140**	**$8,970**	**$9,430**	**$7,260**	**$600**	**$9,800**

Reimbursable Expenses	
Meals	$300
Mileage	$2,000
Printing & Mailing	$500
Overnight Accomodations	$1,500
Total Reimbursables	**$4,300**

Grand Total Fee with Reimbursables: $112,310

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-25

MEETING: January 12, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment with Vanir Const. Mgmt, Inc. for Assessment - New Law Enforcement Facility

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with Vanir Construction Management, Inc. for Space Needs Assessments & Constructability of New Law Enforcement Facility to Extend the Term of the Agreement to December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On September 17, 2019 Resolution 2019-540 the Board approved and Agreement with Vanir Construction Management, Inc. for the design and construction survey.

On September 11, 2018 Resolution 2018-439 the Board approved the Public Works Director to advertise for a design and construction survey.

The County purchased land adjacent to the Adult Detention Facility for the purpose of constructing a Law Enforcement Center, a Constructability Study is a requirement for a USDA Loan should the County desire to take advantage to Rural Public Facilities Low Interest Loan Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, work performed may not be paid and the project will cease.

FINANCIAL IMPACT:
Fiscal Resources will come from Appropriated Funds.

ATTACHMENTS:
Vanir Const Mgmt, Inc 20-008 (PDF)
Vanir Const. Mgmt 1st amd (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY

THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES is made and entered into this 29th day of January 2021 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Vanir Construction Management, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated September 17, 2019, wherein **Contractor** agreed to provide design service; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement.

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to from June 30, 2020 to December 31, 2021.

2. 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, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Vanir Construction Management, Inc.

ATTEST:

Tracy Dunbin, Deputy
for RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

RES. NO. 19-540

20-008

AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUARTERS FACILITY

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of Sept., 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Vanir Construction Management, Inc., ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on August 13, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform design services for the new Law Enforcement Headquarters Facility as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $130,170. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

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

$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 twice the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $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

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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:
Vanir Construction Management, Inc.
4540 Duckhorn Dr. Suite 300
Sacramento, CA 95834
916.575.8888

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

*Copy to Fresno Office

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

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.

Funding Source:

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Vanir Construction Management, Inc.
STEVEN WHITEHEAD, President

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT "A"

Proposed Scope of Services and Approach

Vanir Construction Management, Inc. (Vanir) is a full-service firm. The services provided by Vanir inclide condition assessments; condition reviews; needs assessments; ADA assessments; financial feasibility studies; funding; grant applications; renewable energy technology; architecture; engineering; program / project / construction management; fixtures, furniture, and equipment (FF&E) selection; and warranty services. Vanir's market makeup revolves around justice, healthcare, education, aviation / transportation, infrastructure, and public buildings. It is with this experience that Vanir has a full understanding of the complexities of the Mariposa County Law Enforcement Headquarters Facility project. We have thoroughly read the RFQ and attended the site walk-through, and realize the need for modernization of the Headquarters Facility. It is our understanding that the facility located at 5099 Old Highway North, Mariposa, CA 95338 is for reuse.



Our planning and approach are shown in the following chart, and a detailed expansion of each of the three sections are listed in the Scope of Work section.

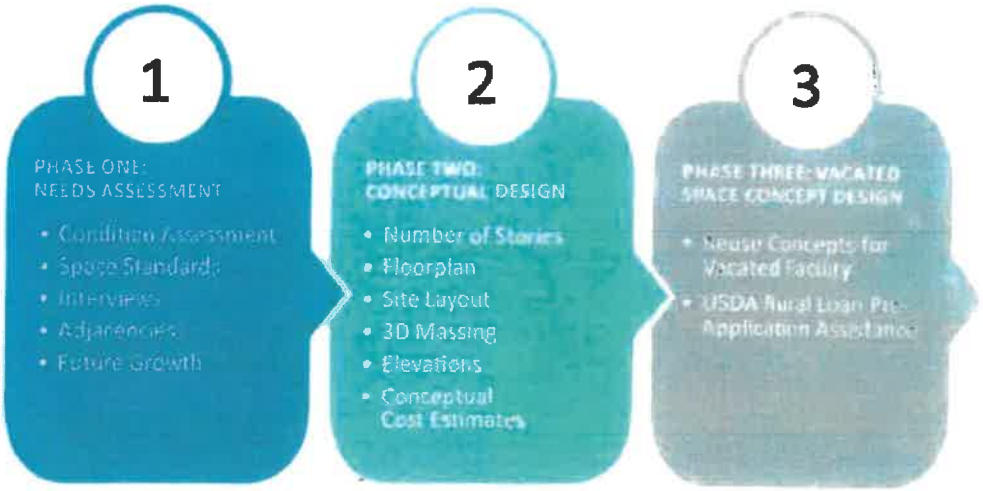


EXHIBIT "B"

VANIR
Construction Management, Inc.

2444 Main Street, Suite 130
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June 6, 2019

County of Mariposa
Attn: Gary Brown, P.E.
4639 Ben Hur Road
Mariposa, CA 95338

RE: Mariposa County Law Enforcement Headquarters Facility - Cost Proposal

Dear Mr. Brown:

Attached is a comprehensive fee proposal with names of the individuals that will have responsibility in the planning effort of your project. The chart below includes proposed fees for each phase of the project as outlined in the RFP.

FULL FEE (FULL SCOPE OF WORK)	
Phase One: Facility Needs Assessment	$36,850
Phase Two: Conceptual Design	[illegible]
Phase Three: USDA Rural Loan Application	$30,940
Reimbursable Expenses	$2,900
Total	$146,170

We have estimated work that is included in your scope of work; however, we normally don't see the level of effort in a planning document as outlined in Phase Two, pertaining to the schematic design and architectural look of the facility. This effort is typically commenced once an architect is selected for full design of the facility. We feel we can reduce the project fee if the requirement for building elevations and rendering is not included. We can, however, include samples of other projects we have completed as to an aesthetic character of the building mass. This would be included in the fee below. Our fee reduction would be $16,000 to Phase Two, which would bring the total fee proposal for the three phases as follows:

ALTERNATE FEE (REDUCED SCOPE OF WORK)	
Phase One: Facility Needs Assessment	$36,850
Phase Two: Conceptual Design	$59,480
Phase Three: USDA Rural Loan Application	$30,940
Reimbursable Expenses	$2,900
Total	$130,170

Of course, all aspects of our proposal are negotiable, and we can deliver any planning project that you need.

Sincerely,

Jerry Avalos
Principal-in-Charge, Area Manager
Vanir Construction Management, Inc

Personnel	Aboytes	Buck	Anderson	King	Loeper	Newton	Sabati	Toy	Holloway
Billing Rate	$170	$185	$120	$145	$110	$100	$155	$145	$100
Task									
Phase One -60 Calendar Days (8 Weeks)									
Conduct Meetings, Workshops, and Site Visits	16	16	16	8	0	8	0	0	0
Conduct Facility and Site Inventory	Inc.	Inc.	Inc.	0	0	8	0	8	3
Collect Site Topography and Acreage	Inc.	Inc.	Inc.	0	0	Inc.	0	0	0
Determine Site Adjacencies and Land Use	Inc.	Inc.	0	0	0	Inc.	0	0	0
Determine Sheriff, 911 EOC Operations	Inc.	Inc.	Inc.	0	0	0	0	0	0
Conduct Facility and Physical Plant Evaluations	4	0	4	8	0	8	0	8	0
Conduct Site Reviews and Evaluations	Inc.	Inc.	Inc.	0	0	Inc.	0	0	0
Determine Community Impacts	Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Site Infrastructure Capabilities	Inc.	4	4	0	0	0	0	4	0
Determine Facility Space Needs	8	14	4	0	0	8	0	0	0
Establish Department Space Standards	8	8	0	0	0	0	0	0	0
Establish Personal Office Space Standards	Inc.	Inc.	0	0	0	0	0	0	0
Determine LEED Project Status	0	4	0	4	0	0	0	8	0
Determine Anticipated Department Growth	12	0	6	0	0	0	0	0	3
Determination of Construction Delivery Method	Inc.	Inc.	Inc.	0	0	0	0	0	0
Conduct Condition Assessment of Current Buildings	8	Inc.	8	8	0	8	0	4	0
Prepare Timeline	0	0	4	0	0	0	0	0	0
Phase One Total Hours	56	46	46	28	0	40	0	32	6
Phase One Total Fee	$9,520	$8,510	$5,520	$4,060	$-	$4,000	$-	$4,640	$600
Phase One Total: $36,850									

Phase Two - 90 Calendar Days (13 Weeks)									
Conduct Meetings, Workshops, Interviews, and Site Visits	8	8	8	0	0	0	0	0	0
Establish Budget and Funding Guidelines	Inc.	Inc.	Inc.	0	0	0	0	0	0
Prepare and Disseminate Staff Survey to All Personnel	4	0	12	0	0	0	0	0	4
Prepare Base Site Plan – New Building Site (1)	4	16	0	0	0	16	0	0	0
Develop Master Planning Site Use Options	6	16	0	8	0	4	0	0	0
Develop Ingress / Egress for New Site	Inc.	Inc.	Inc.	0	0	8	0	0	0
Programming - New Facilities	8	16	4	0	0	0	0	0	0
Determine Adjacencies – New Facilities	Inc.	Inc.	0	0	0	8	0	0	0
Prepare Schematic / Conceptual Floorplan – New Facilities	4	20	0	4	0	24	0	0	0
Solicit Direction Regarding Design Issues	Inc.	Inc.	Inc.	0	0	0	0	0	0
Test Fit – New Facility Conceptual Designs on New Sites	Inc.	Inc.	0	0	0	10	0	0	0
Prepare 3D Massing Drawings	0	16	0	0	0	24	0	0	0
Prepare Key Elevations*	0	8	0	0	8	8	0	0	0
Prepare Renderings*	0	24	0	0	40	40	0	0	0
Prepare Cost Estimates	Inc.	Inc.	0	0	0	0	36	0	0
Determine Essential Services Building Requirements	Inc.	Inc.	Inc.	0	0	0	0	0	0
Determine Number of Floors	0	Inc.	0	0	0	0	0	0	0
Determine Materials and Finishes	2	0	2	0	0	0	0	0	0
Prepare Final Report	28	0	24	12	12	18	0	0	36
Phase Two Total Hours	64	124	50	24	60	160	36	0	40
Phase Two Total Fee	$10,880	$22,940	$6,000	$3,480	$6,600	$16,000	$5,580	$-	$4,000
Phase Two Total: $75,480									

*For our Alternate Fee, we would remove all costs associated with these two line items: Prepare Key Elevations and Prepare Renderings. By removing this from our scope of work, our fee will reduce by $16,000.

Phase Three - 45 Calendar Days (6 Weeks)									
Conduct Meetings, Workshops, Interviews, and Site Visits	8	0	8	0	0	0	0	0	0
Prepare USDA Pre Application	Inc.	0	Inc.	0	0	0	0	0	0
Budget Information	4	0	8	0	0	0	0	0	0
Feasibility Reports	16	0	16	0	0	0	0	0	0
Service Area Boundaries	4	0	4	0	0	0	0	0	0
CEQA/NEPA Information	12	0	24	8	0	0	0	0	0
Preliminary Architectural Reports	4	0	4	0	0	0	0	0	0
Assurances Construction Program	8	0	8	0	0	0	0	0	0
Financial Statements	4	0	4	0	0	0	0	0	0
Assemble Document for Submission to USDA	20	0	40	0	0	0	0	0	0
Complete USDA Checklists	4	0	4	0	10	0	0	0	0
Total Hours	84	0	120	8	10	0	0	0	0
Total Fee	$14,280	$-	$14,400	$1,160	$1,100	$-	$-	$-	$-
Phase Three Total: $30,940									
Total Hours (Phases 1 – 3)	204	170	216	60	70	200	36	32	46
Total Fee (Phases 1 – 3)	$34,680	$31,450	$25,920	$8,700	$7,700	$20,000	$5,580	$4,640	$4,600
Total (Phases 1 – 3): $143,270									
Reimbursable Expenses									
Travel and Printing									$2,900
Grand Total									
Phases 1 – 3 ($143,270) + Reimbursable Expenses ($2,900)									**$146,170**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2022

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
Edgewood Partners Insurance Center
License #0B29370
PO Box 2110
Rancho Cordova CA 95670

CONTACT NAME: Rebecca Foster
PHONE (A/C, No, Ext): 916 576-1524 **FAX (A/C, No):** 916 583-7613
E-MAIL ADDRESS: Rebecca.Foster@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : Travelers Prop Casualty Co of America	25674
INSURER C : Lloyds of London	85202
INSURER D : Aspen Specialty Insurance Company	10717
INSURER E :	
INSURER F :	

INSURED VANICONS
Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento CA 95834

COVERAGES **CERTIFICATE NUMBER:** 1080993075 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO102078405	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA1N956267	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR			CX00HAT21	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC102078305	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Claims Made-Retro Date 01/01/1982			B0702BN301750P	7/1/2021	7/1/2022	Each Claim/Aggregate Retention	$3,000,000 $200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: New Law Enforcement HQ Facility, Agreement #20-008. Additional Insured: County of Mariposa, its officers, officials, employees and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements. Notice of cancellation to the certificate holder applies per the attached endorsements.

CERTIFICATE HOLDER

County of Mariposa
Attn: Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO102078405	Effective Date: 07/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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General Liability Supplemental Coverage Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO102078405	Effective Date: 07/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

   Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

   a. Is newly acquired or formed during the policy period;

   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

      a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

      b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

      c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

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(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

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The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078405	07/01/2021	07/01/2022	07/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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ED BROKING LLP

XII. CANCELLATION AMENDMENT

'XII. **CANCELLATION**' of '**IX. CONDITIONS**' of the wording is amended to provide simultaneous written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective, to:-

County of Mariposa
Attn: Public Works
4639 Ben Hur Road
Mariposa CA 95338

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021 Policy No. WC102078305 Endorsement No.
Insured Vanir Construction Management Premium $

Insurance Company Zurich American Insurance Company

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THIRD AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCMENT HEADQUATERS FACILITY

THIS THIRD AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE NEW LAW ENFORCEMENT HEADQUATERS FACILITY, is made and entered into this 7th day of November, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Vanir Construction Management, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 17, 2019, wherein Contractor agreed to provide design services for the new law enforcement headquarters facility; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment to Agreement dated January 29, 2021, wherein Contractor agreed to extend the term of the Agreement from June 30, 2020, to December 31, 2021; and

WHEREAS, County and Contractor have heretofore entered into a Second Amendment to Agreement dated June 9, 2022, wherein Contractor agreed to extend the term, changing the scope of work to be provided by the Contractor, and change the compensation.

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor for preparation for Board Presentation.

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

3. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $3,150 for presentation materials will be added to the original amount of $242,480, making the total compensation paid to Contractor the not to exceed amount of $245,630.

Except as herein amended, the Agreement dated September 17, 2019, together with the First Amendment dated January 29, 2021 and the Second Amendment dated June 9, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Vanir Construction Management, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-603

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Declare the December 9, 2023, Merry Mountain Christmas Parade and Christmas Tree Lighting as County Sponsored Events; and Authorize the Public Works Director to Waive the Encroachment Fees of $188 for Each

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RECOMMENDATION AND JUSTIFICATION

Declare the December 9, 2023, Merry Mountain Christmas Parade and Christmas Tree Lighting as County Sponsored Events; and Authorize the Public Works Director to Waive the Encroachment Fees of $188 for Each

The parade will begin at 5:00 p.m. and proceed down Highway 140 through downtown Mariposa. At 6:00 p.m., the Tree Lighting event will begin by closing 9th Street for a bonfire, Santa's Village, and refreshments provided by Rotary and the Lion's Club.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is an annual event which is well attended by the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees will be a hardship on the sponsors.

FINANCIAL IMPACT

No impact to the General Funds

ATTACHMENTS

1. **Encroachment Permit**
2. **Letter from Chamber to BOS**
3. **Letter from CHP to BOS**
4. **Parade route map**
5. **Tree Lighting map**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District II Supervisor Poe

NAYS: None

EXCUSED: District IV Supervisor Wayne Forsythe

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 9-26-23 Building Permit #: _____

APPLICANT: Mariposa Chamber of Commerce
Christmas Parade, Tree Lighting & Santa's Village

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hwy 140 - town of Mariposa AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☐ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT_____
   ☒ OTHER (EXPLAIN BELOW) Christmas Parade

   Hwy 140, town of
   mariposa,

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   See attached maps

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: State of Ca. right of way, local road

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: 209-966-2456

OWNERS NAME: Mariposa Chamber of Commerce

PRINTED NAME OF APPLICANT: Kari Kisela

SIGNATURE OF APPLICANT: Kari Kisela

MAILING ADDRESS: PO Box 425
Mariposa, Ca 95338

MARIPOSA
COUNTY CHAMBER OF COMMERCE
5158 Hwy 140 I P.O. Box 425 Mariposa, CA 95338 I 209.966.2456 I www.mariposachamber.org

September 26, 2023

Mariposa County Board of Supervisors
PO Box 784
Mariposa, Ca 95338

Subject: Merry Mountain Christmas Parade & Tree Lighting Request for Fee Waiver and Sponsorship

The Mariposa County Chamber of Commerce (MCCC) requests that the Mariposa County Board of Supervisors (BOS) grant permission for the MCCC to host the 41st Annual Merry Mountain Christmas Parade. MCCC also requests that the BOS provide county sponsorship of the event including a fee waiver, and county insurance coverage in conjunction with the MCCC insurance policy. This is a family oriented event that the Mariposa community greatly anticipates. This event unifies the community with an opportunity to gather and celebrate holidays.

The schedule for the Merry Mountain Christmas Parade, Tree Lighting & Santa's Village is as follows:

- Saturday, December 9, 2023 | 4:00pm: Parade participants stage at Coakley Circle.
- Saturday, December 9, 2023 | 5:00pm: Parade begins and participants make their way South on Mainstreet Mariposa for judging. **Please reference the attached map for parade route.*
- Saturday, December 9, 2023 | 6:00pm Christmas Tree Lighting at the Courthouse hosted by Mariposa Lions Club and Santa's Village hosted by Mariposa Yosemite Rotary Club.
    - Mr. and Mrs. Clause will be at Santa's Village for children to take photos and give their Christmas wishes to.
    - The Lions Club will provide refreshments, snacks,hot dogs, and a bonfire on 9th Street. Please review the second attached map with the street closure for the street closure for the bonfire.

Please review the attached permits and applications for Public Works/Cal Trans and other appropriate agencies to utilize should BOS grant permission. We appreciate your support and collaboration for this event.

Sincerely,

Kari Kisela
Kari Kisela

Mariposa County Chamber of Commerce
Event Coordination

State of California -- Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

September 20, 2023

File No.:455.15326.A16737.Christmas Parade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

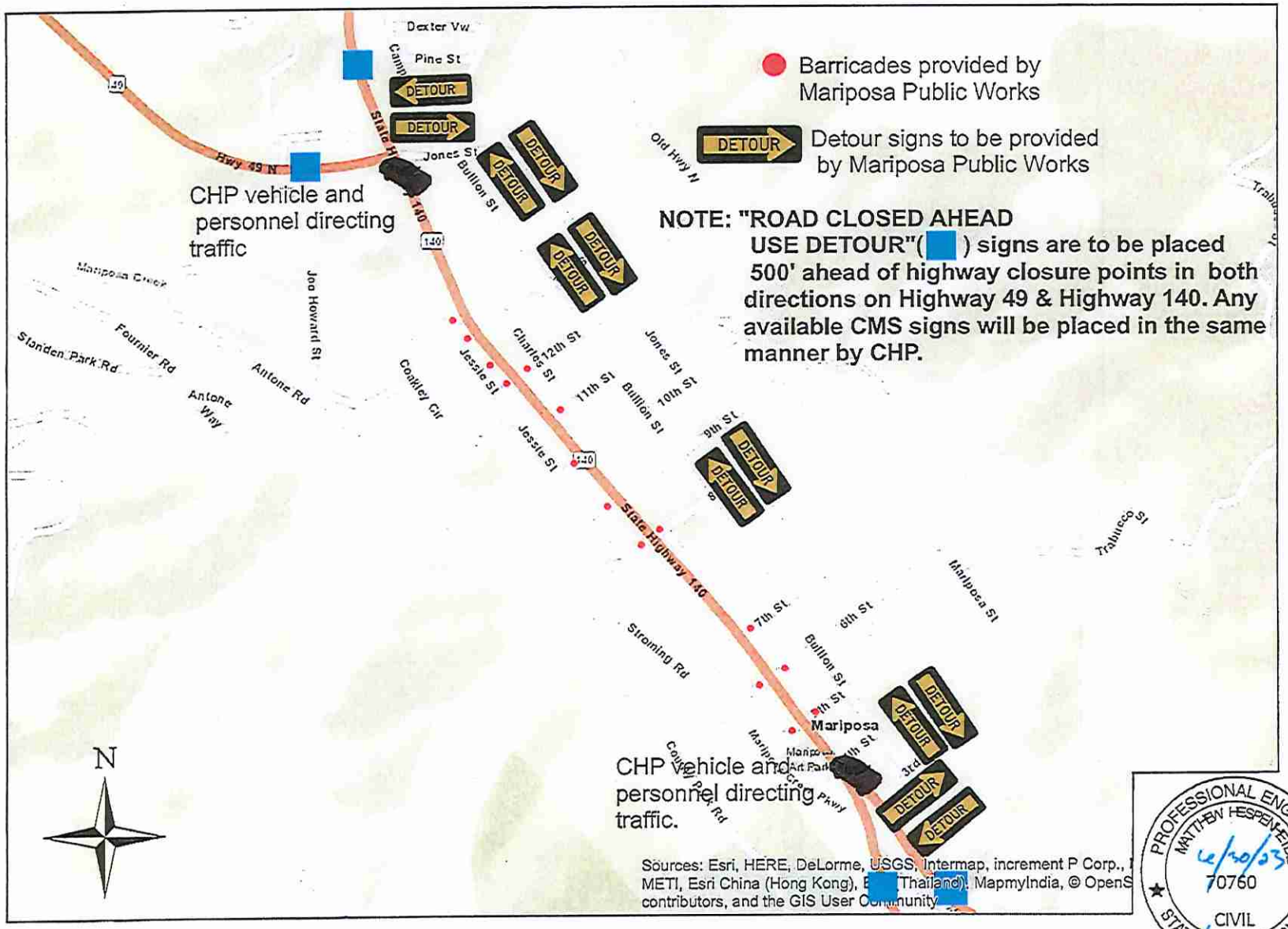
Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application for the Christmas Parade. This event is scheduled for December 9, 2023. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area



PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/23
70760
CIVIL
STATE OF CALIFORNIA


TREE LIGHTING CLOSURE
Legend
ROAD CLOSURE
Untitled Path
Bullion St
10th St
Jones St
9th St
ROAD CLOSURE
ROAD CLOSURE
8th St
Old Hwy N
N
300 ft
Google Earth

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-604

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize Public Works Director to Waive the Encroachment Permit Fee of $188 for the Lush Meadows Lights Event on December 15, 2023, from 5:00 pm to 9:00 pm

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $188 for the Lush Meadows Lights Event on December 15, 2023, from 5:00 p.m. to 9:00 p.m.

This event is sponsored by the Woodland Elementary Boosters and begins on Triangle Road at the north entrance of Meadow Lane and ends at the south entrance of Meadow Lane and Triangle Road.

The public will have the opportunity to drive around the subdivision to view the decorated houses and will be able to vote for their favorite house. Santa Claus, hot coffee/cocoa, and food trucks will be available for the public to enjoy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the fourth year of the event and is enjoyed by many families in the Mariposa area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee will be a hardship to the sponsor of the event.

FINANCIAL IMPACT

No impact to the General Fund

ATTACHMENTS

1. **Encroachment Permit23**
2. **Letter to BOS23**
3. **Map 23**
4. **Insurance 2023**
5. **Insurance 23-1**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso

AYES: None
NAYS: None
EXCUSED: District IV Supervisor Wayne Forsythe

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 10/5/23 Building Permit #: _____

APPLICANT: Woodland Elementary Boosters - Lush Meadows Lights - Dec. 15th, 5 pm to 9 pm

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Triangle Rd. & Meadow Lane AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☒ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT Dec. 15, 5pm-9pm
   ☐ OTHER (EXPLAIN BELOW)

Arch way at Meadow Lane & Triangle Road. Community event to drive and see lite up homes "with Christmas lights"

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Arch way of Lush Meadows at Meadow Lane. Both lanes of traffic on both Triangle Rd. and Meadow Lane.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: Triangle Rd. & Meadow Lane

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: 209·628·9406

OWNERS NAME: Kim Allison

PRINTED NAME OF APPLICANT: Kim Allison

SIGNATURE OF APPLICANT: Kim Allison

MAILING ADDRESS: P.O. Box 529
Mariposa, Ca. 95338

WEB

Woodland Elementary Boosters

October 5th, 2023
Mariposa County Board of Supervisors
Post Office Box 784
Mariposa, California 95338

Dear Mariposa County Board of Supervisors,

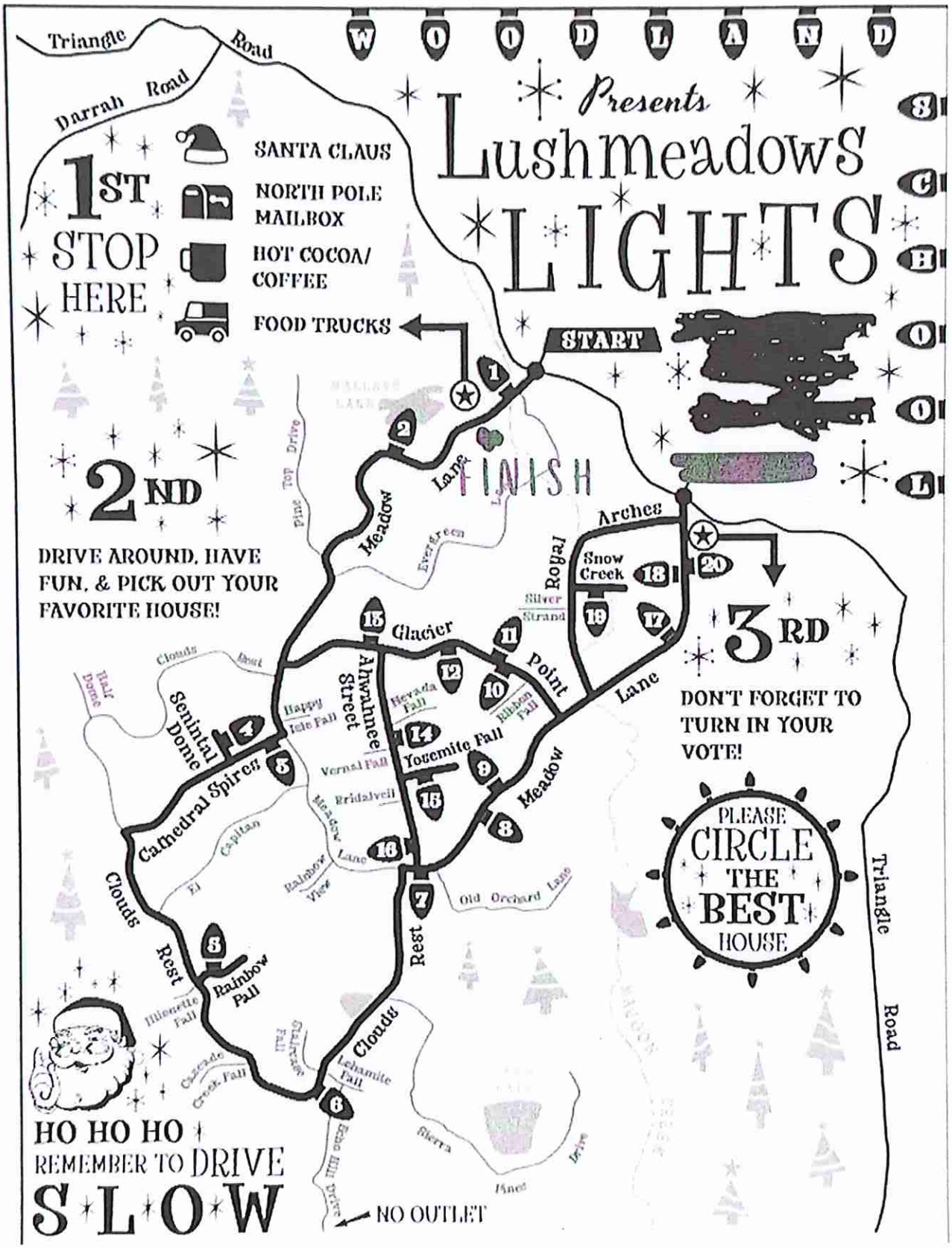
The Woodland Elementary Boosters would like to request the County Board of Supervisors grant permission to allow for the 4th annual Lush Meadow Lights event to take place. We also request that the County board of Supervisors waive the $168.00 fee for the event. The proposed date is December 15th, 2023 beginning at 5:00 pm.

Please find the attached encroachment permit application and map for Public Works to use should your permission be granted.

Thank you for your consideration and time.

Sincerely,

Kim Allison
Woodland Elementary Boosters
kallison@mcusd.org


WOODLAND
Presents
Lushmeadows
LIGHTS
Triangle Road
Darrah Road
1ST STOP HERE
SANTA CLAUS
NORTH POLE MAILBOX
HOT COCOA/ COFFEE
FOOD TRUCKS
START
FINISH
2ND
DRIVE AROUND, HAVE FUN, & PICK OUT YOUR FAVORITE HOUSE!
3RD
DON'T FORGET TO TURN IN YOUR VOTE!
PLEASE CIRCLE THE BEST HOUSE
HO HO HO
REMEMBER TO DRIVE
SLOW
NO OUTLET
Meadow Lane
Pine Top Drive
Evergreen Lane
Arches
Royal
Snow Creek
Silver Strand
Glacier Point
Ahwahnee Street
Clouds Rest
Happy Isle Fall
Nevada Fall
Vernal Fall
Ribbon Fall
Yosemite Fall
Bridalveil
Rainbow Fall
Illilouette Fall
Cascade Creek Fall
Lehamite Fall
Sierra Drive
Old Orchard Lane
Triangle Road
Half Dome
Senintal Dome
Cathedral Spires
El Capitan
Rainbow View

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
7/11/2023

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street
6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CCSA - Mariposa County Unified School District
P.O. Box 8
Mariposa, CA 95338

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: Central CA Schools Authority

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] MEMORANDUM [ ] PROJECT [ ] LOC	CCSA-001-06	7/1/2023	7/1/2024	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 5,000,000 $ 750,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CCSA-001-06	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000 $
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $ $ $
A	**OTHER** School Board Legal Liability	CCSA-001-06	7/1/2023	7/1/2024	Each Claim Aggregate	5,000,000 5,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Self-Insured Retention: The limits of liability shown above apply excess of a $250,000 per occurrence; per accident; or, per claim self-insured retention.

When required by written agreement that the Named Member has entered into with the Certificate Holder:
1. The Certificate Holder and others are included as a Member for General Liability and Automobile Liability as per Change Endorsement 7: Who Is A Member - Item E,F or G;
2. This insurance is primary and non-contributory coverage as per form CCSA-01 (05/20) Excess Memorandum of Coverage Section III - Conditions: Item 8.c; or;
3. The Authority waives its rights of recovery against the Certificate Holder and others per form CCSA-01 (05/20) Excess Memorandum of Coverage Section III - Conditions: Item 17.f.

RE: Evidence of Coverage

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2023

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 Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	**CONTACT NAME:** Armi Vega **PHONE (A/C, No, Ext):** 415-403-1400 **FAX (A/C, No):** 415-402-0773 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Safety National Casualty Corpo / 15105
INSURED CALIRIS-02C CRMA-Mariposa County Unified School District P.O. Box 8 Mariposa, CA 95338	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 708616689 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		SP4066598	7/1/2023	7/1/2024	X PER STATUTE ☐ OTH-ER	Statutory
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Coverage

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-605

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve the Formation of the Americans with Disabilities Act (ADA) Citizen Advisory Committee and Approve Bylaws for the ADA Committee

---

RECOMMENDATION AND JUSTIFICATION

Approve the Formation of the Americans with Disabilities Act (ADA) Citizen Advisory Committee and Approve Bylaws for the ADA Committee.

The Americans with Disabilities Act Citizen Advisory Committee, hereinafter referred to as the "ADA Committee", shall make recommendations and advise the Board of Supervisors regarding ADA compliance and matters pertaining to individuals with disabilities. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in a range of public spheres, encompassing public employment, accommodations, transportation, and government services. The ADA committee's core responsibilities encompass conducting assessments to ensure that facilities, services, and policies are inclusive; formulating policies to guarantee equitable access and reasonable accommodations; educating both staff and the public on disability rights and inclusivity; serving as a liaison between the County and the disabled community residing and/or conducting business in Mariposa County; evaluating accommodation requests; overseeing ADA compliance while seeking enhancements; evaluating, resolving, and assigning priority to ADA grievances; and partnering with advocacy groups focused on disabilities to remain well-versed in leading practices. Ultimately, the ADA Committee plays a crucial role in fostering a more inclusive and accessible environment, affording individuals with disabilities equal opportunities for full engagement in society.

BACKGROUND AND HISTORY OF BOARD ACTIONS

New committees have been formed in the past when there is a need.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County will be missing critical public input to help achieve accessibility for all.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **ADA - Bylaws 2023**
2. **Roster - ADA Committee**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

BYLAWS OF THE AMERICANS WITH DISABILITIES ACT (ADA)
CITIZEN ADVISORY COMMITTEE

ARTICLE 1 - PURPOSE AND AUTHORITY

Section A - The Americans with Disabilities Act Citizen Advisory Committee, hereinafter referred to as the "ADA Committee", is established under the authority of the Mariposa County Board of Supervisors, Resolution _____, adopted on _____

Section B - Its purpose is to advise and make recommendations to the Board of Supervisors regarding ADA compliance and matters pertaining to individuals with disabilities.

Section C - The ADA Committee is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor shall it lend its influence to, any political cause or issues.

Section D - The ADA Committee is advisory to the Public Works Department and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The ADA Committee is not empowered by ordinance, resolution, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed elected officials.

ARTICLE 2 - MEMBERSHIP AND TERM OF OFFICE

Section A - The ADA Committee is limited to seven (7) members in accordance with the establishing authority.

1) Five members, one representing each Supervisorial District.

2) Two (2) members of the public to serve as at-large members.

3) Committee members are volunteers and will not receive compensation for their service to the committee.

Section B - Each term is for a period of three (3) years.

Section C - Staggered Terms Upon Initial Formation

1) Upon initial formation, staggered terms for members shall be established to ensure continuity and stability.

2) Three (3) members shall serve an initial term of three (3) years, two

(2) members shall serve an initial term of two (2) years; and two (2) members shall serve an initial term of one (1) year.

3) The duration of a member's initial term shall be assigned upon appointment by the Board of Supervisors.

Section D - If a member of the ADA Committee is absent from three successive regular meetings of the ADA Committee without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Committee shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Section E - Members shall notify the Committee Secretary and Chairman of an absence a minimum of twenty-four (24) hours prior to a regular or special meeting of the Committee. If a member of the ADA Committee accumulates two (2) unexcused absences during any twelve (12) month period, the ADA Committee will recommend the member to the Board of Supervisors for dismissal.

ARTICLE 3 - OFFICERS

Section A - The ADA Committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary if staff is not available.

Section B - The Chairperson provides general supervisory guidance to the ADA Committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the committee unless this responsibility is delegated in writing.

Section C - In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D - The Secretary records the minutes of all ADA Committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.

ARTICLE 4 - MEETING PROCEDURES

Section A - All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act, and all other applicable laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for ADA assistance similar to “In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Public Works Department at (209) 966-5356.”

Section B - Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C - Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E - The Chairperson shall be the Presiding Officer at all committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F - Robert's Rules of Order shall govern the operation of the committee in all cases not covered by these bylaws.

Section G - Each voting member has one vote and no proxy.

MARIPOSA COUNTY AMERICANS WITH DISABILITIES ACT (ADA)
CITIZEN ADVISORY COMMITTEE

Members	District	Appointed	Expires
	1		2 years
	II		3 years
	III		2 years
	IV		3 years
	V		1 year
	At-Large		
	At-Large		
	Supervisor District		
	Supervisor District		

AUTHORITY: Resolution No: 2023-

WEBSITE: https://www.mariposacounty.org/119/Committees-Commissions

MEMBERSHIP: Two (2) members of the Board of Supervisors (non-voting)
One (1) member from each District with each Supervisor empowered to appoint duly qualified elector of his/her Supervisorial District
Two (2) At-Large who must be a qualified elector
Two (2) Public Works Representatives or designated alternate

TERM: Members shall serve three (3) year terms

PURPOSE: Make recommendations and advise the Board of Supervisors regarding ADA compliance and matters pertaining to individuals with disabilities. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in a range of public spheres, encompassing public employment, accommodations, transportation, and government services. The ADA committee's core responsibilities encompass conducting assessments to ensure that facilities, services, and policies are inclusive; formulating policies to guarantee equitable access and reasonable accommodations; educating both staff and the public on disability rights and inclusivity; serving as a liaison between the County and the disabled community residing and/or conducting business in Mariposa County; evaluating accommodation requests; overseeing ADA compliance while seeking enhancements; evaluating, resolving, and assigning priority to ADA grievances; and partnering with advocacy groups focused on disabilities to remain well-versed in leading practices. Ultimately, the ADA Committee plays a crucial role in fostering a more inclusive and accessible environment, affording individuals with disabilities equal opportunities for full engagement in society.

DEPARTMENT: Public Works

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-606

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment with R3 Consulting Group, Inc. to Extend the Term of the Agreement to January 31, 2024, for an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with R3 Consulting Group, Inc. to Extend the Term of the Agreement to January 31, 2024, for an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

The Solid Waste and Recycling System Study is taking longer than originally anticipated. However, we are now in the final stages of the project. Staff is collaborating closely with R3 Consulting Group, Inc. to refine the presentation and formulate comprehensive recommendations for the Board of Supervisors. This is an extension of time only with no increase in cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 16, 2022, Resolution 2022-477, the Board of Supervisors Authorized a Request for Qualifications to Perform and In-Depth Analysis of the Solid Waste and Recycling Division's Operations; Authorized the Public Works and Transportation Director to Select the Apparent Responsible Proposal; and Authorized the Board of Supervisors Chair to Sign the Agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve the Amendment, the Consultant cannot complete their work.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Amendment**
2. **R3 Consulting Group**

VOTE RESULT

RESULT: **Adopted**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

AMENDMENT TO AGREEMENT FOR SOLID WASTE AND RECYCLING SYSTEM STUDY

THIS AMENDMENT TO AGREEMENT SOLID WASTE AND RECYCLING SYSTEM STUDY, 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 R3 Consulting Group, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated November 7, 2022, wherein **Contractor** agreed to perform a Solid Waste and Recycling System Study; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to January 31, 2024**.**

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to January 31, 2024.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 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	Garth Shultz, President R3 Consulting Group, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-477

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize an RFQ for Future Operations of the Mariposa County Solid Waste & Recycling Facility

---

RECOMMENDATION AND JUSTIFICATION:
Authorize a Request for Qualifications (RFQ) to Perform an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; Authorize the Public Works and Transportation Director to Select the Apparent Responsible Proposal; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The requested issuance of this RFQ for a consulting firm is to contract for the performance of an in-depth analysis of the Solid Waste and Recycling Division operations, finances, and market conditions, and provide recommendations on the best path forward to ensure Mariposa County can continue to meet its Solid Waste and Recycling needs in the future.

The selected consultant will also perform and in-depth analysis of Landfill, Commingled Recycling (MRF), and Composting Operations. The consultant will also complete a landfill design review and provide estimated operating and construction costs for the following scenarios based on a current projected 14.5 year landfill closure plan.

1. Operational opportunities and/or limitations with the continued use of the currently constructed cells at the projected fill rates until a projected final landfill closure date.

2. Operational improvement potential utilizing existing cells along with additionally constructed permitted cells at the projected fill rates until a projected final landfill closure date.

3. Operational evaluation of a scenario which would include reducing current landfill fill rates until a final closure date is reached combined with a waste transfer operation for out-of-county disposal.

4. Evaluate the potential of closing the existing cells and converting the solid

MR

waste landfill program to a solid waste transfer station.

The overall purpose of the RFQ is to develop financial and operational options/alternatives that may best meet the needs of the Mariposa County Solid Waste and Recycling Facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 3, 2022 the Public Works Department provided the Board of Supervisors with a presentation (MinuteTraq ID # 12928) regarding the Mariposa County Solid Waste and Recycling operations. This presentation focused on the current state of the solid waste facility including a brief history of the original "Dump", current and potential future services provided, current cost of operations, current constructed capacity relating to 14.5 years remaining at Current Airspace Consumption Rate, etc.

The presentation also included a "Looking Forward" section which included brief descriptions of project costs for final closure in 14.5 years and summary options to either expand capacities and/or convert to transfer station operations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action regarding this request for a RFQ would continue to delay the need to finalize a plan addressing the 14.5 year closure date.

ATTACHMENTS:
Presentation to the Board 2022 (PDF)
RFQ Solid Waste Consulting 2022 (DOCX)

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

AGREEMENT FOR SOLID WASTE AND RECYCLING SYSTEM STUDY

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and R3 Consulting Group, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on November 7, 2022, and terminate on June 30, 2023, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform the Solid Waste and Recycling system study as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $184,790 as set forth in Exhibit A, "Scope of Work and 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance 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:
R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA 95661

COUNTY:
Melinda Rice
County of Mariposa
4639 Ben Hur Road
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 A.

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

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.

6601-404-60301

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

COUNTY OF MARIPOSA

80E11996701
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

80E11996715
Garth Schultz
ZorroSign

Garth Schultz
R3 Consulting Group, Inc.

COUNTERSIGNED:
(Government Code §25103)

80E1199670B
DanielleyBondshu
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

80E119966F7
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

TASK	COST	HOURS
1 Operational Review		
	$ 81,850	262
2 Franchise Agreement Review		
	$ 6,840	24
3 Fee Analysis		
	$ 14,250	50
4 Rate Study and Financial Plan		
	$ 43,890	218
5 Presentation of Findings		
	$ 12,960	48
6 Prepare Status Impact Report (STR)		
	$ 25,000	80
7 5-Year CIWMB Review Support		
	$ -	0
Total Cost	**$ 184,790**	**682**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2022

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
Whitney Oaks Insurance Services Inc.
1221 Pleasant Grove Blvd., Ste. 180
Roseville, CA 95678
License #: 0F74432

CONTACT NAME: Tim Barile
PHONE (A/C, No, Ext): (916)415-1930 FAX (A/C, No): (916)415-1931
E-MAIL ADDRESS: tim@whitneyoaksinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company, LTD	11000
INSURER B :	Hartford Accident & Indemnity Insurane Co.	22357
INSURER C :	Property and Casualty Ins. Co. of Hartford	34690
INSURER D :	Philadelphia Insurance Company	18058
INSURER E :		
INSURER F :		

INSURED
R3 Consulting Group Inc
1512 Eureka Rd Ste 220
Roseville, CA 95661

COVERAGES CERTIFICATE NUMBER: 00009456-397185 REVISION NUMBER: 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			57SBAAT6312	11/27/2021	11/27/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 10,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			57UECFM1071	11/27/2021	11/27/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			57SBAAT6312	11/27/2021	11/27/2022	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WBCAS8X2N	07/01/2022	07/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional Lia.			PHSD1676985	12/15/2021	12/15/2022	Errors and Omission		2,000,000
D	Professional Lia.			PHSD1676985	12/15/2021	12/15/2022	Aggregate		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County Public Work / Solid Waste Division is named additional insured.

CERTIFICATE HOLDER
Mariposa County Public Works / Solid Waste Division
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
(TCB)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WBC AS8X2N **Endorsement Number:**
Effective Date: 07/01/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: R3 CONSULTING GROUP INC
1512 EUREKA RD STE 220
ROSEVILLE CA 95661

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-607

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Change Order with Mid Cal Pipeline & Utilities, Inc. in the Amount of $327,994.07 for the Phase 1 Downtown Revitalization Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

---

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with Mid Cal Pipeline & Utilities, Inc. in the Amount of $327,994.07 for the Phase 1 Downtown Revitalization Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

The EDA Downtown Revitalization grant includes a collaborative agreement between the County and MPUD. MPUD's sewer portion of the work is approximately $2 million. A contract was awarded to Mid Cal Pipeline for$1,514,622. Due to the bid being lower than estimated, the sewer work was increased by $327,994.07. The sewer line was extended on 6th to Mariposa Street. This sewer line was chosen because it picks up flow from the Elementary School, Water Treatment facility and several additional homes. The new revised contract price is $1,842,616.07. Including design, inspection, construction management, and grant administration, MPUD's $2 million portion is satisfied.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 20, 2022, Resolution 2022-726, the Board approved the plans & specifications, authorized to advertise and award the Phase I Downtown Revitaliation project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Contractor will not receive payment for completed work.

FINANCIAL IMPACT

There is no financial impact due to this Change Order. There is no local match required by the EDA and the project remains within budget.

ATTACHMENTS

1. **Mid Cal Pipeline CCO#1**
2. **Mid Cal Pipeline Contract**

VOTE RESULT

RESULT: **Adopted**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: Downtown Revitalization – Phase I **Date: October 11, 2023**
Bid No.: Various Items

The following parties agree to the terms of this Change Order:

Owner: Joe Fausone
6931 Mariposa Way
Merced, CA 95341

Contractor: Mid Cal Pipeline & Utilities, Inc.
P.O. Box 2406
Merced, CA. 95344

Engineer designer: NCE
8795 Folsom Boulevard
Sacramento, CA 95826

Project Inspector: Mariposa Public Works
4635 Ben Hur Road
Mariposa, CA 95338

Reference	Description	Cost	Days Extend
CO #1	Increase bid item #13 tree removal quantity by 5.5 trees, at a cost of $5,000.00 each. Due to a conflict with Sierra Tel's new fiber optic conduits and proposed 2nd Street's sanitary sewer main, proposed sanitary sewer main relocation required additional tree removal.	$ 27,500.00	2
CO #2	Reduce bid item #6 quantity by five (5) sanitary sewer manholes (SSMH), at a cost of $6,200.00 each. Replacement of SSMH's is not to be performed. SSMH's 36, 37, 38, 39, and 43 found to be in good condition, lessen project impacts.	$ (31,000.00)	0
CO #3	In-lieu of replacement of five (5) sanitary sewer manholes (SSMH), SSMH's 36, 37, 38, 39, and 43 existing pipe is to be replaced with the proposed 8-inch SDR 26 pipe and manholes regrout and waterproof skim coated, at a cost of $1,200.00 each.	$ 6,000.00	2
CO #4	Increase bid item #11 quantity by ten (10) remove/replace sanitary sewer laterals, at a cost of $5,000.00 each. Additional laterals found during sewer main demolition	$ 50,000.00	3
CO #5	During sewer main demolition abandon 6-inch wrapped coated steel water main exposed, water main crossed slightly skewed across sewer main trench, removed 65LF of abandoned pipe to install new sewer main, plugged pipe ends with concrete.	$ 5,600.00	1
CO #6	Repair 7LF of 24-inch CMP crossing Bullion, not shown on plan or USA marked, was in conflict with sewer main, required removing four (4) pipe lengths (65LF) to adjust and maintain slope to go under storm. (aligned to 5052/5954 Bullion shared property line)	$ 7,442.00	1
CO #7	Reduce bid item #7 quantity by one (1) sanitary sewer drop manholes (SSDMH), at a cost of $8,200.00 each.	$ (8,200.00)	0

October 2023

	CHANGE ORDER REQUEST 6TH STREET / BULLION TO MARIPOSA STREET		
COR #1	Increase bid item #2 Traffic Control – Lump Sum (LS)	$ 20,000.00	0
COR #2	Increase bid item #4 Sheeting Shoring Bracing – Lump Sum (LS).	$ 17,000.00	0
COR #3	Increase bid item #5 of 8-inch SDR26 quantity by 700 LF, at a cost of $249.00 per lineal foot.	$ 174,300.00	9
COR #4	Increase bid item #6 quantity by two (2) sanitary sewer manholes (SSMH), at a cost of $6,200.00 each.	$ 12,400.00	1
COR #5	Increase bid item #10 Bypass pumping – Lump Sum (LS).	$ 8,400.00	0
COR #6	Increase bid item #11 quantity by five (5) remove/replace sanitary sewer laterals, at a cost of $5,000.00 each.	$ 25,000.00	2
COR #7	Increase bid item #14 Contractor Supplied Material Testing – Lump Sum (LS).	$ 6,600.00	0
COR #8	Erosion control hydro-mulching at 2nd Street and parallel to HWY 49 between 2nd and 3rd streets, +/-26,000 SF	$ 6,952.07	1

Contract time will be adjusted as follows:	Original Contract Amount:	$ 1,514,622.00
Previous Completion Date: **11/27/2023**	Amount of Previously Approved Change Order(s):	$ 0.00
22 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order No. 1	$ 327,994.07
Current Completion Date: **12/19/2023**	Contract Amount:	$ 1,842,616.07

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: County of Mariposa

Miles Menetrey, Chair — Date
Mariposa County Board of Supervisors

Contractor: ~~Mid-Cal~~ Pipeline & Utilities

Joe Fausone — 10/11/2023 — Date
Owner

Approved as to Form:

Shannon Hansen — Date
Director of Public Works & Transportation

Steven W. Dahlem — Date
County Counsel

Matt Hespenheide — 10/30/23 — Date
County Engineer

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-726

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Plans & Specs, Authorize to Advertise and Award the Phase I Downtown Revitalization Project

---

RECOMMENDATION AND JUSTIFICATION:
Approve Plans and Specifications for Construction of Phase I Downtown Revitalization Project; Authorize the Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The EDA Construction Grant is divided into two phases. Phase I is sewer improvements in cooperation with MPUD. The attached exhibit identifies the limits of work. New sewer will be open cut and manholes replaced on 2nd, 3rd, 4th, 5th, 6th, 7th, and Bullion Streets. Residents and businesses in the impacted area will receive notice prior to work beginning. There will be impacts to the project area including restricted parking during the day, road closures, utility interruptions, dust and noise. Staff will minimize these impacts as much as possible. Only one block will be permitted closed at a time. All traffic control will be removed at the end of each work day and weekends. Work on 6th Street will be scheduled during the week of April 10-14 during MCUSD's Spring Break. Once the sewer replacement is completed, the streets will be re-paved in Phase II.

Phase I Sewer Improvements is approximately $2 million and 100% federally funded.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This project will not be bid and the funding may become victim to erosion through inflation when ultimately bid and awarded. There are manholes inside SR140 to be replaced. The work must be completed prior to Caltrans paving SR140 and a paving moritorium prohibits work.

ATTACHMENTS:
Sewer Project Limits (PDF)
Downtown Revitalization Plans (PDF)
Downtown Revitalization Specs (PDF)

DS MR

REF ID# 13580

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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

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COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Downtown Revitalization Project – Phase I

DATE: May 15th, 2023

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Mid Cal Pipeline & Utilities, Inc., P.O. Box 2406, Merced, CA 95344

LICENSE NO: 455113

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $1,514,622, to be paid as **(check one)**: (1) ☐ lump sum; (2) X lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $1,514,622. All payments **(check one)**: X shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Appendix A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 140 working days of Commencement Date.

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

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

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the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

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

5. TERMS AND CONDITIONS.

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

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

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, Public Works 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA

DocuSigned by:
By: Miles S Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR:

Name: Mid Cal Pipeline & Utilities, Inc.

DocuSigned by:
By: Tammy L. Fausone
0317BD60EAC0480...
Tammy L. Fausone, Secretary

APPROVED AS TO FORM:

DocuSigned by:
By: Steve Dahlem
F6A416F06B394B...
Steven W. Dahlem
County Counsel

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Appendix A to Construction Services Agreement

SCOPE OF WORK

This project is to improve the Mariposa Public Utility District (MPUD)sewer collection system, along Bullion Street between 2nd to 8th streets, and extend down 2nd 3rd 4th 5th 6th 7th and 8th streets to Highway 49/140. The construction will require but not be limited to: removal of and replacing the existing system by furnishing and installing 8-inch Standard Dimensional Ratio (SDR-26) pipe utilizing the open cut trench method of excavation; manholes; service laterals and clean-outs; all site clearing, existing improvement and utility protection; utility coordination; potholing; excavation; bypass pumping; removal and replacement of existing pipe and manholes; confined space entry; pipe, gaskets, and materials; pipe slope anchors; bedding; backfill; compaction; connections to existing sanitary sewer pipe, removal and disposal of trench spoils; surface restoration, pipe testing, complete as specified and as indicated on drawings.

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CONTRACTOR COST PROPOSAL

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

DOWNTOWN REVITALIZATION PROJECT SANITARY SEWER IMPROVEMENTS

COUNTY PROJECT # PWEN- 5536-2100

EDA NO. 07-79-07487

Item	Description	Approx. Quantity	Unit	Unit Price, Dollars	Total Bid Item Price, Dollars
1	Mobilization and Demobilization	1	LS	100,000.00	100,000.00
2	Traffic Control and Public Safety	1	LS	50,000.00	50,000.00
3	EDA Construction Sign	1	LS	3,000.00	3,000.00
4	Sheeting, shoring, bracing and/or sloping of pipeline trenches	1	LS	40,000.00	40,000.00
5	8-inch PVC pipeline, Open Cut	3,778	LF	249.00	940,722.00
6	R&R 48-inch Manholes	18	EA	6,200.00	111,600.00
7	R&R 48-inch Drop Manholes	4	EA	8,200.00	32,800.00
8	Plug and Abandon Pipe	4	EA	2,500.00	10,000.00
9	Dewatering	1	LS	10,000.00	10,000.00
10	Bypass Pumping including Design / Implementation	1	LS	50,000.00	50,000.00
11	Replace Sewer Laterals from the sewer main to the Christie box/Cleanout including the wye	24	EA	5,000.00	120,000.00
12	R&R cleanout from sewer main existing termination location	5	EA	2,500.00	12,500.00

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13	Remove Tree	2	EA	5,000.00	10,000.00
14	Contractor-Supplied Material Testing	1	LS	24,000.00	24,000.00

TOTAL BID (In figures) Items 1 through 14 $ 1,514,622.00

NOTE: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

Bid Item 9 is a retractable task.

AMOUNT OF BID, WRITTEN OUT:

ONE MILLION FIVE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY TWO AND NO/100'S DOLLARS

(Dollars)

CONSTRUCTION COMPANY NAME: Mid Cal Pipeline & Utilities, Inc.

LICENSE CLASS A LICENSE NO. 455113 PWCR (DIR) NO. 1000000095

SIGNATURE OF BIDDER: Tammy L Fausone DATE: 3/24/2023

NAME OF BIDDER (PRINT): Tammy L. Fausone

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ADDENDA ACKNOWLEDGMENT

This Proposal is inclusive of all addenda noted by the County Engineer as requiring signature.

If any Addenda are required revisions to the Engineer's Estimate sheets, insert them as part of this proposal.

ADDENDUM(S) #1 BIDDER'S INITIALS

SECURITY

Accompanying this proposal is:

Bidders Bond 5%

INSERT THE AMOUNT AND THE WORDS "BIDDERS BOND"

in an amount equal to at least five (5) percent of the total of the bid.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

Joseph A. Fausone, President, Treasurer

Tammy L. Fausone, Secretary

Mid Cal Pipeline & Utilties, Inc.

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: 455113 Exp. Date: 07/31/2024 Classifications: A

Tammy L. Fausone, Corporate Officer/Secretary 3/24/2023

Print Name and Title of Bidder Date

Signature of Bidder

P.O. Box 2406 Merced, CA 95344

Business Address

6931 Mariposa Way, Merced, CA 95341

Place of Business

3123 S. Burchell, Le Grand, CA 95333

Place of Residence

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Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 **Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed),and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 **No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 **Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 **Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 **Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by

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any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

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

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers **(Owner Indemnities)**, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties **(Defective Work)**, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for

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default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 **Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 **Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 **Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 **Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 **Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 **Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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

2.14 **Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:**

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement

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identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

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3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(End of Appendix B)

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Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

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on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

(*End of Appendix C*)

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Bond #1001138341

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Mid Cal Pipeline & Utilities, Inc.**, as Principal, a Construction Services Agreement, dated the 15th day of May, 2023 (**Agreement**), titled Downtown Revitalization Project – Phase I in the amount of $1,514,622.00, which Agreement is by this reference made a part hereof, for the work described as follows:

Downtown Revitalization Project – Phase I

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and U.S. Specialty Insurance Company as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

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8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of May, 2023.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Tammy L. Fausone
Signature

Tammy L. Fausone
Name

Secretary
Title

6931 E Mariposa Way
Street Address

Merced, Ca 95340
City, State, Zip Code

SURETY

Company: (Corp. Seal)

Teresa R. Liles
Signature

Teresa R. Liles
Name

Attorney-in-Fact
Title

3187 Collins Drive
Street Address

Merced, CA 95348
City, State, Zip Code

(End of Appendix D)

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ACKNOWLEDGMENT

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

State of California
County of Merced)

On May 9, 2023 before me, Michelle Marie Stover, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MICHELLE MARIE STOVER
Notary Public - California
Merced County
Commission # 2325379
My Comm. Expires Apr 22, 2024

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Bond #1001138341

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa,** a political subdivision of the California State of California (**Owner**) has awarded to **Mid Cal Pipeline & Utilities, Inc.**, as Principal, a Construction Services Agreement, dated the 15th day of May, 2023 (**Agreement**), titled Downtown Revitalization Project – Phase I located at Mariposa County in the amount of $1,514,622.00, which Agreement is by this reference made a part hereof, for the work described as follows:

Downtown Revitalization Project – Phase I

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and U.S. Specialty Insurance Company as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($1,514,622.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of May, 2023.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Tammy L Fausone
Signature

Tammy L. Fausone
Name

Secretary
Title

6931 E Mariposa Way
Street Address

Merced, CA 95340
City, State, Zip Code

SURETY

Company: (Corp. Seal)

Teresa R Liles
Signature

Teresa R. Liles
Name

Attorney-in-Fact
Title

3187 Collins Drive
Street Address

Merced, CA 95348
City, State, Zip Code

(*End of Appendix E*)

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ACKNOWLEDGMENT

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

State of California
County of Merced)

On May 9, 2023 before me, Michelle Marie Stover, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MICHELLE MARIE STOVER
Notary Public - California
Merced County
Commission # 2325379
My Comm. Expires Apr 22, 2024

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael D. Kemps, Michael J. Carpenter, Ruth B. Halstead,
Sherry L. Yorks, or Teresa R. Liles

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (***$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of May, 2023.

Corporate Seals
Bond No. 1001138341

Agency No. 2426 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

DocuSign Envelope ID: 1D96E29B-F543-4660-AFDD-816F25A593A0

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2023

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
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Susan Cozzitorto-Ormonde
PHONE (A/C, No, Ext): 209-386-5071 **FAX (A/C, No):** 209-385-6130
E-MAIL ADDRESS: scozzitorto@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Ins Company	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Westchester Surplus Lines	10172
INSURER D : Continental Insurance Co.	35289
INSURER E :	
INSURER F :	

INSURED MIDCA-3
Mid-Cal Pipeline & Utilities
Tammy Fausone
P.O. Box 2406
Merced CA 95344

COVERAGES **CERTIFICATE NUMBER:** 1241589046 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	7015205429	9/3/2022	9/3/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	7015205432	9/3/2022	9/3/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR			CUE7015205446	9/3/2022	9/3/2023	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N/A (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Rented Leased Borrowed Equipment			7015205429	9/3/2022	9/3/2023	Limit / Deductible	100000 / 2500
C	Pollution Liability			G71655908 002	10/6/2022	10/6/2023	Limit / Deductible	2000000 / 2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Roadway, water and sewer infrastructure improvement project - EDA No. 07-79-07487

County of Mariposa, its Board members, officers, directors, officials, agents, employees and volunteers are named as additional insured with respect to general liability and auto liability. Waiver of subrogation is applicable for general liability and auto liability. 30 day notice of cancellation. Excess Liability is following form.

CERTIFICATE HOLDER

County of Mariposa
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MIDCALP-01 ACASTRO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2023

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 Carl Nelson Insurance Agency Inc 1519 N 11TH Ave Hanford, CA 93230	CONTACT NAME: PHONE (A/C, No, Ext): (559) 584-4495 FAX (A/C, No): (559) 584-4516 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : CorePointe Insurance Company — 10499
INSURED Mid Cal Pipeline and Utilities, Inc. PO Box 2406 Merced, CA 95344	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A	X	CPW1001081	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Roadway, Water and Sewer Infrastructure Improvement Project - EDA No. 07-79-07487; Phase 1 Sanitary Sewer Improvements;

Waiver of Subrogation applies in favor of The County of Mariposa, its Board Members, officers, directors, official, agents, employees and volunteers, as respect to Workers' Compensation per form: WC 04 03 06.

CERTIFICATE HOLDER	CANCELLATION
County of Mariposa Public Works 4639 Ben Hur Road Mariposa, CA 95338	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 Alicia M. Castro

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DocuSign

Certificate Of Completion

Envelope Id: 1D96E29BF5434660AFDD816F25A593A0
Status: Completed
Subject: Complete with DocuSign: 22-726 PW Mid Cal Pipeline 5-12-23.pdf
Source Envelope:
Document Pages: 25
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
5/12/2023 2:42:44 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/12/2023 2:48:10 PM Viewed: 5/12/2023 2:52:15 PM Signed: 5/15/2023 3:00:25 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 208.66.32.178 Signed using mobile	Sent: 5/15/2023 3:00:27 PM Viewed: 5/15/2023 4:32:48 PM Signed: 5/15/2023 4:33:17 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Tammy L. Fausone tfausone@gmail.com Corporate Officer/Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Tammy L. Fausone 0317BD60EAC0480... Signature Adoption: Pre-selected Style Using IP Address: 98.97.58.179	Sent: 5/15/2023 4:33:19 PM Viewed: 5/17/2023 11:36:00 AM Signed: 5/17/2023 11:39:08 AM
Electronic Record and Signature Disclosure: Accepted: 5/17/2023 11:36:00 AM ID: 4e9de727-5af4-4079-9562-e8765debb74f		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	DS MR Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/17/2023 11:39:11 AM Viewed: 5/17/2023 12:04:28 PM Signed: 5/17/2023 12:04:34 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/30/2022 10:48:53 AM ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/12/2023 2:48:10 PM
Envelope Updated	Security Checked	5/15/2023 8:09:46 AM
Envelope Updated	Security Checked	5/15/2023 8:09:46 AM
Envelope Updated	Security Checked	5/15/2023 8:09:46 AM
Envelope Updated	Security Checked	5/15/2023 8:09:46 AM
Envelope Updated	Security Checked	5/15/2023 8:09:46 AM
Certified Delivered	Security Checked	5/17/2023 12:04:28 PM
Signing Complete	Security Checked	5/17/2023 12:04:34 PM
Completed	Security Checked	5/17/2023 12:04:34 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-608

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Courtney Morrow, Treasurer/Tax Collector/County Clerk

RE: Approve an Agreement with Mariposa Mini Storage in the Amount of $83.00/Month on a Month to Month Basis, plus a $35.00 Deposit, for the Purpose of Storing Historical Treasurer/Tax Collector Documentation; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa Mini Storage in the Amount of $83.00/Month on a Month to Month Basis, plus a $35.00 Deposit, for the Purpose of Storing Historical Treasurer/Tax Collector Documentation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Department does not have sufficient storage space within the Hall of Records to store documents required to be retained. Mariposa Mini Storage is able to provide the additional space needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved a similar agreement with Mariposa Mini Storage in the past for this purpose. A new is agreement is needed due to rental rate increases.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Treasurer/Tax Collector's office would be forced to find additional space for storing documents

FINANCIAL IMPACT

Increase in monthly rental rate from $65.00/month to $83.00/month

ATTACHMENTS

1. **Mariposa Mini Storage**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

CALIFORNIA SELF STORAGE RENTAL AGREEMENT

Mariposa Mini Storage, P.O. Box 1827 (5052 Fairgrounds Road), Mariposa, CA 95338

Mariposa County Tax Collector
Name

P.O. Box 247
Address

Mariposa CA
City State Zip

209 966-2621 209 347-7944 taxoffice@mariposacounty.org
Phone (Home) (Cell) (E-Mail)

_____ _____
Driver's License # State

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "none")

_____
Name

_____
Address

_____
City State Zip

_____
Email Address

Are you or your spouse on active duty military service? Yes ____ No ____

Space #: A18 Rent Due Date First of the month

Rent: $ 83 Sec. Dep. $ 35

Late Fee: $ 15 Bad Check Charge: $25

Pre Lien Letter Charge $15
Lien Letter Charge: $15 Lien Admin. Fee: $30

NOTICE OF LIEN: Pursuant to the California Self-Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days.

LIEN NOTIFICATION By ELECTRONIC MAIL: Lien notices may be sent to the occupant and to the alternate by electronic mail.

OWNER'S RIGHT TO TOW: Pursuant to the California Self-Service Storage Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.

Mariposa Mini Storage, LLC, DBA: Mariposa Mini Storage (hereinafter Owner) rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

RENT: The rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant fifteen (15) days advanced written notice by first-class mail or by email at the postal address or email address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

PARTIAL RENT PAYMENTS: Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-service Storage Facility Act.

CHANGE OF ADDRESS: Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address.

SECURITY DEPOSIT: Occupant will pay in advance a security deposit in the amount stated above to secure Occupant's faithful performance of all terms of this agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit, less all expenses incurred by Owner for damage to or cleaning of the storage space, shall be returned to Occupant within 15 days after Occupant removes all stored property from the storage space. At Owner's sole option, amounts may be withheld from the security deposit to compensate Owner for rent or any other charges due and unpaid under this agreement at the time Occupant relinquishes, abandons, or otherwise loses possession of the storage space. Owner reserves the right to require an additional security deposit when deemed necessary at Owner's sole discretion.

LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

CROSS COLLATERALIZATION OF SPACES: When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

GATE ACCESS REVOKED: When rent or other charges remain unpaid for ten (10) consecutive days, Owner may revoke Occupant's gate access. Occupant will only have access to the space during office hours.

TERMINATION: Thirty (30) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages.

USE OF STORAGE SPACE: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. There shall be no residential occupancy of the Space and Occupant shall not store food or any perishable items in the space. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property.

Limitation of Value of Stored Property: Occupant agrees not to store property with a total value in excess of $5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed $5,000. Occupant may be required to demonstrate proof of insurance before such increase will be granted. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity, which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

TIME TO MAKE CLAIM OR BRING SUIT: Occupant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. Owner may provide Occupant with a lock at the time the contract is signed. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

NO SUBLETTING: Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

NOTICES: All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

COMMUNICATION: Occupant understands that Owner and Occupant are entering into a business relationship. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purposes of contact by Owner Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence, cell phone and email box by automated telephone calls, texts or emails. Such automated calls or messages may be used for conveying important facility information, marketing or collection purposes.

NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

NO ALTERATIONS: Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

Do not sign this agreement until you have read it, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

_____
Occupant Signature

_____ _____
On Behalf of Owner Date

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-7

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency CAPP Grant Budget ($24,148) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency CAPP Grant Budget ($24,148) (4/5th Vote Required)

On August 15, 2023 and October 3, 2023, the Air Pollution Control District (APCD) approved Board Resolutions #2023-3 and #2023-6 respectively; the Mariposa County Air Pollution Control District (APCD) approved the Community Air Protection Program (CAPP) Grant Agreements (G21-CAPP-15 and G22-CAPP-15) each for $12,074; total for both Grants $24,148 with the California Air Resources Board (CARB). This Budget Action will establish $24,148 in Revenue; $24,148 in Expenses within the FY 23/24 Community Air Protection Program (CAPP) Budget.

Funds for CAPP Grants are funded through AB617 and may be used to 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

The Mariposa County Air Pollution Control District has participated in three previous rounds of Community Air Protection Program (CAPP) grant funding since 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County residents will be unable to take advantage of this opportunity.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3485-457.

ATTACHMENTS

1. **Budget Action G21-CAPP-15 & G22-CAPP-15**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3485	457	45132	CAPP Grant/State Revenue		(24,148)	
3485	457	51111	Salaries		18,937	
3485	457	52101	Retirement-Employer		1,925	
3485	457	52201	Medical Insurance		1,511	
3485	457	52202	Dental Insurance		93	
3485	457	52203	Vision Insurance		28	
3485	457	52205	Life Insurance		15	
3485	457	52208	Medical Insurance Admin Fee		9	
3485	457	52301	Social Security		1,183	
3485	457	52302	Medicare		277	
3485	457	52303	SDI		170	
				TOTALS	0	0

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 10/17/23

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

Air Pollution Control District 2023-8

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) Prescribed Burn Reporting and Monitoring (PBRM) Grant Budget ($20,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) Prescribed Burn Reporting and Monitoring (PBRM) Grant Budget ($20,000) (4/5ths Vote Required)

On August 15, 2023 the Air Pollution Control District (APCD) approved Board Resolution #2023-4 Agreement #G21-PBRM-12 with the California Air Resources Board (CARB); This Budget Action will establish $20,000 in Revenue; $20,000 in Expenses within the FY 23/24 (CARB) California Air Resources Board (PBRM) Prescribed Burn Monitoring Budget.

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.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Air Pollution Control District has approved previous prescribed fire grant budgets.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County residents will be unable to take advantage of this opportunity.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3474-457.

ATTACHMENTS

1. **Budget Action G21-PBRM**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3474	457	45131	State Revnue/CARB PBRM		(20,000)	
3474	457	51111	Salaries		10,876	
3474	457	52101	Retirement-Employer		1,096	
3474	457	52201	Medical Insurance		863	
3474	457	52202	Dental Insurance		54	
3474	457	52203	Vision Insurance		16	
3474	457	52205	Life Insurance		9	
3474	457	52208	Medical Insurance Admin Fee		5	
3474	457	52301	Social Security		685	
3474	457	52302	Medicare		159	
3474	457	52303	SDI		105	
3474	457	60301	General Profession Services		4,132	
3474	457	80111	Transfer out indirect		2,000	
1001	401	49101	Transfer in Indirect		(2,000)	
1001	401	49101	Transfer in realignment fund 3392			(2,000)
3392	401	80111	Transfer out to 1001-401			2,000
3392	401	60201	Miscellaneous Expense		2,000	
				TOTALS	0	0

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 10/17/23

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

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM:

RE: Handouts Received During the Department Head Presentation Portion of the November 7th, 2023 Meeting.

RECOMMENDATION AND JUSTIFICATION

Handouts Received During the Department Head Presentation Portion of the November 7th, 2023 Meeting.

- Merry Mountain Christmas Parade Flyer (Keri Kisela)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives,, on occasion, handouts from departmental presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

n/a

ATTACHMENTS

1. **Merry Mountain Christmas - DH**

CALL: (209) 966-2456 TO SIGN UP

Pick up parade entry forms at the Visitor Center

MARIPOSA COUNTY CHAMBER OF COMMERCE

Merry Mountain CHRISTMAS PARADE & Tree Lighting





5:00pm **Dec 9th** **MAIN STREET**

Now Accepting Float Entries

THEME THIS YEAR:

BRIGHT LIGHTS & BELLS

JOHN C. FREMONT Healthcare District

MERCO CREDIT UNION

CHUKCHANSI GOLD RESORT & CASINO

TENAYA LODGE AT YOSEMITE

PREMIER VALLEY BANK

YOSEMITE MARIPOSA COUNTY TOURISM BUREAU

HAPPY GOAT

SIERRA TEL www.SierraTel.com

MARIPOSA COUNTY

Board of Supervisors

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM:

RE: Handouts Received During the Public Comment Portion of the November 7th, 2023 Meeting.

RECOMMENDATION AND JUSTIFICATION

Handouts Received During the Public Comment Portion of the November 7th, 2023 Meeting:

- UC Master Garder Handout (Jeanne Anne-Pine)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives handouts on occasion during the meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

n/a

ATTACHMENTS

1. **Master Gardeners - PC**

Come Garden with Us!

Applications due November 15, 2023

Do you enjoy gardening? Would you like to learn more about gardening , propagation, and pests? Do you enjoy teaching others about what you have learned?

Become a UC Master Gardener!



Learn It!

Attend the initial training series.

Grow It!

Learn to propagate, plant, and care for your edible and/or landscaping plants.

Teach It!

Educate your community at public classes and events.

17 Online Training Sessions

Wednesday mornings 9:00-11:00

Online sessions will be recorded

10 Hands-on Labs/Field Trips

Select Saturdays, 9:00-1:00

Cost: *$200 (includes books and lab materials—**Scholarships available**)*

Class Location: *online classes via Zoom, hands-on labs in Mariposa County*

For more information,

https://cemariposa.ucanr.edu/Master_Gardener/Become_a_Master_Gardener/

Need more information? Contact Sheri Mace at smace@ucanr.edu or 209-966-2417

It is the policy of the University of California (UC) and the UC Division of Agriculture & Natural Resources not to engage in discrimination against or harassment of any person in any of its programs or activities (Complete nondiscrimination policy statement can be found at http://ucanr.edu/sites/anrstaff/files/215244.pdf). Inquiries regarding ANR's nondiscrimination policies may be directed to the Affirmative Action Compliance Officer/Title IX Officer, University of California, Agriculture and Natural Resources, 2801 Second Street, Davis, CA 95618, (530) 750-1397.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Discussion and Possible Direction for a Name Change request from Woodland Hall, also Known as Almost Like Home Preschool, to Woodland Kidd-Lee Center to Recognize the Hard Work and Dedication of Gussie Kidd and Jacki Lee After Many Years of Service

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RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction for a Name Change request from Woodland Hall, also Known as Almost Like Home Preschool, to Woodland Kidd-Lee Center to Recognize the Hard Work and Dedication of Gussie Kidd and Jacki Lee After Many Years of Service.

The Mariposa Preschool Co-op has made a request to Public Works to rename Woodland Hall as the Woodland Kidd-Lee Center in honor of Gussie Kidd and Jacki Lee. This renaming is a tribute to their long-standing commitment to the children of Mariposa County and their unwavering dedication to providing a safe and educational environment for these children.

For the past 33 years, Woodland Hall has primarily served as a childcare facility for families in Mariposa County. Almost Like Home and Mariposa Preschool have collectively provided essential programs within the Woodland Hall facility, benefiting over 900 children in our community. When a pressing need for summer break childcare for working parents arose, Almost Like Home adjusted its agreement to offer full-time childcare from 7:30 am to 6:30 pm. Gussie Kidd and Jacki Lee, dedicated childcare workers, emphasized fostering independence, emotional management, socialization, and the development of gross and fine motor skills, cognitive thinking, and other school readiness skills.

Jacki Lee not only served as the Director and primary teacher at Mariposa Preschool but also volunteered in Woodland Elementary classrooms, leaving a positive impact on countless children's lives. After Gussie retired from her role as Director of Almost Like Home, she initiated an after-school program called TGIF (Thank God It's Friday) at the Methodist Church, held every Friday, catering to more than 20 children who enjoyed after-school snacks, engaging activities, music, and socialization.

Gussie and Jacki have received numerous accolades, including The Gazette's 'Best of the Best' awards for Almost Like Home and Mariposa Preschool, First Five 'Hands on Heroes' recognition, Local Child Care Provider of the Month, and Certificates of Recognition from the State Legislature for Best Preschool/Daycare, among others. Mariposa Preschool Co-op was recently honored as the '2023 Mariposa Gazette's Readers' Choice Best Preschool.' Many families in Mariposa County can attest to the profound impact that both Gussie and Jacki have had on their lives, their children's, and even their grandchildren's lives.

If approved, The Mariposa Local Child Care Planning Council has made a pledge to absorb all costs for the sign and the installation of approved signage for the building.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 12, 2023, The Mariposa Parks and Recreation Commission voted unanimously to approve the renaming of Woodland Hall to Woodland Kidd-Lee Center.

In March 1998, The Board of Supervisors executed an amendment to the lease agreement to allow Almost Like Home to use the facilities during the summer months.

In July 1997, the Board of Supervisors signed a lease with Mariposa Preschool Cooperative for the use of Woodland Hall.

In September 1992, Mariposa Preschool Co-op entered into a lease agreement for Woodland Hall from 6:00 am to 12:00 pm Tuesday thru Thursday, coinciding with the Almost Like Home lease agreement.

In October 1991, the Board of Supervisors authorized the execution of an agreement with Almost Like Home, a non-profit organization to use Woodland Hall Facilities.

In February 1990, the Board of Supervisors authorized the school district to operate a childcare program at Woodland Hall.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the name change will not be implemented.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Woodland Hall letter**

June 30, 2023

Mariposa Board of Supervisors
Mariposa Parks and Rec

I am writing you to ask that we recognize two amazing women who dedicated their lives to taking care of the children of Mariposa. Gussie Kidd and Jacki Lee have been an instrumental piece of the "village" that it takes to make a community.

Gussie not only created Almost Like Home, an afterschool child care program, but continued to run it and Mariposa Preschool Co-op until her retirement. Her right hand woman was always Miss. Jacki Lee. Upon Gussies retirement many years ago, Jacki took over the Preschool & Almost Like Home, keeping Mariposa littles safe and happy! The time has come for Miss. Jacki to pass the torch and enjoy retirement!

Jacki & Gussie have touched so many families, given so much to this community and I am proposing we dedicate & rename the Mariposa Preschool Co-op building, to honor these ladies. It would be renamed the ***Woodland Kidd- Lee Center.*** We need the counties permission to name the building, and hope you will see the importance of this dedication and approve the project.

Upon approval, The Mariposa Local Child Care Planning Council has made the pledge to absorb any cost and the install of approved signage for the ***Woodland Kidd-Lee Center.***

Thank you in advance for your consideration in honoring these two hard working women.

Sincerely,

Hilary Seymour

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Receive a Presentation from Caltrans District 10 on projects within Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Caltrans District 10 on projects within Mariposa County

BACKGROUND AND HISTORY OF BOARD ACTIONS

Caltrans periodically provides updates to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No update will be provided.

FINANCIAL IMPACT

None

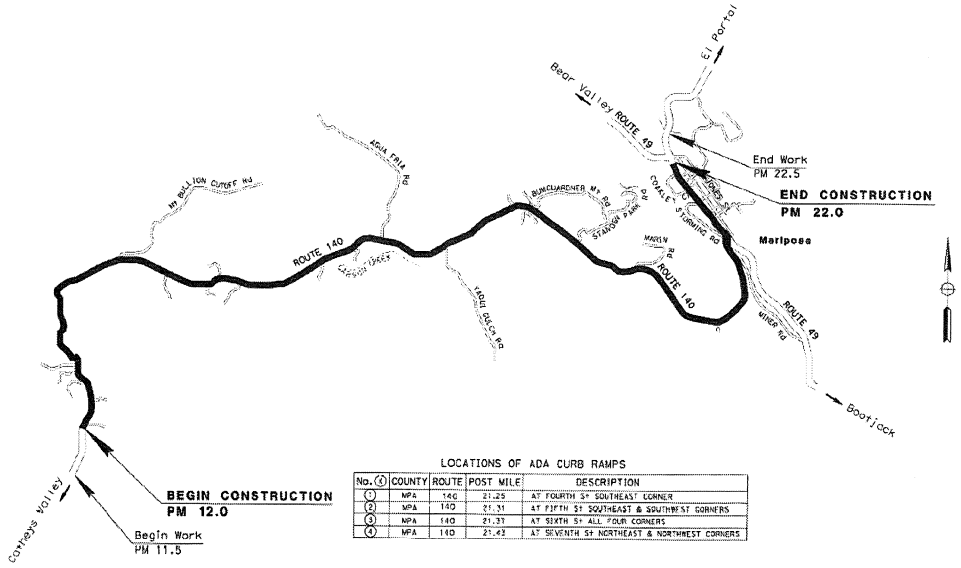
ATTACHMENTS

1. **Project Fact Sheet - Cal Trans**

PROJECT FACT SHEET

SR 140 MARIPOSA CAPM
EA: 10-10Y770 ID: 1015000008
(10-MPA-12.0/22.1)

LOCATION MAP:



LOCATIONS OF ADA CURB RAMPS

No.	COUNTY	ROUTE	POST MILE	DESCRIPTION
1	MPA	140	21.25	AT FOURTH ST SOUTHEAST CORNER
2	MPA	140	21.31	AT FIFTH ST SOUTHEAST & SOUTHWEST CORNERS
3	MPA	140	21.37	AT SIXTH ST ALL FOUR CORNERS
4	MPA	140	21.42	AT SEVENTH ST NORTHEAST & NORTHWEST CORNERS

PROJECT DESCRIPTION:

The project proposes to dig out and repair localized areas of severe pavement failure; and to apply preventive Rubberized Hot Mix Asphalt (RHMA) overlay on the roadway surface throughout the project limits. The scope of work also includes the placement of rumble strips, removal and replacement of existing guardrails, dike, and shoulder backing. ADA curb ramps at seven intersection corners will also be upgraded to meet current standard.

PURPOSE AND NEED:

Purpose:
The purpose of the project to extend the service life of existing pavement.

Need:
A recent pavement condition survey shows that there is major flexible pavement distress that has developed into moderate to high alligator cracking and which needs repair. The ride quality of Route 140 needs to be improved and the life of the existing pavement needs to be extended.

FUNDING SOURCE:

State Highway Operation and Protection Program (SHOPP) – Pavement Rehabilitation Program (201.121)

PROJECT COST/PROGRAMMED:

	Capital ($1000)	Support ($1000)
Project Approval & Environmental Document		$1125
Plans, Specifications, & Estimates		$1496
Right of Way	$2307	$416
Construction	$16832	$1966

Projected Cost as of 7/14/2023:	Planned ($1000)	Expended ($1000)
Project Approval & Environmental Document	$1125	$1010
Plans, Specifications, & Estimates	$1496	$1390
Right of Way	$416	$335
Construction	$1966	$0

SCHEDULE:

	DATE
M010 APPROVE PID	07/06/16
M200 PA&ED	06/24/20
M410 R/W CERTIFICATION	01/11/23
M460 READY TO LIST	01/12/23
M500 APPROVE CONTRACT	08/15/23
M600 CONTRACT ACCEPT	12/31/24

PROJECT STATUS:

M495 achieved 07/11/23. M500 targeted for 8/15/2023.

CONTACT INFORMATION:
For more information, please contact:

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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Receive the 2022 Annual Crop & Livestock Report

RECOMMENDATION AND JUSTIFICATION

Receive the 2022 Annual Crop & Livestock Report

In accordance with California Food and Agricultural Code section 2272 and section 2279, the presentation of the 2022 Annual Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

BACKGROUND AND HISTORY OF BOARD ACTIONS

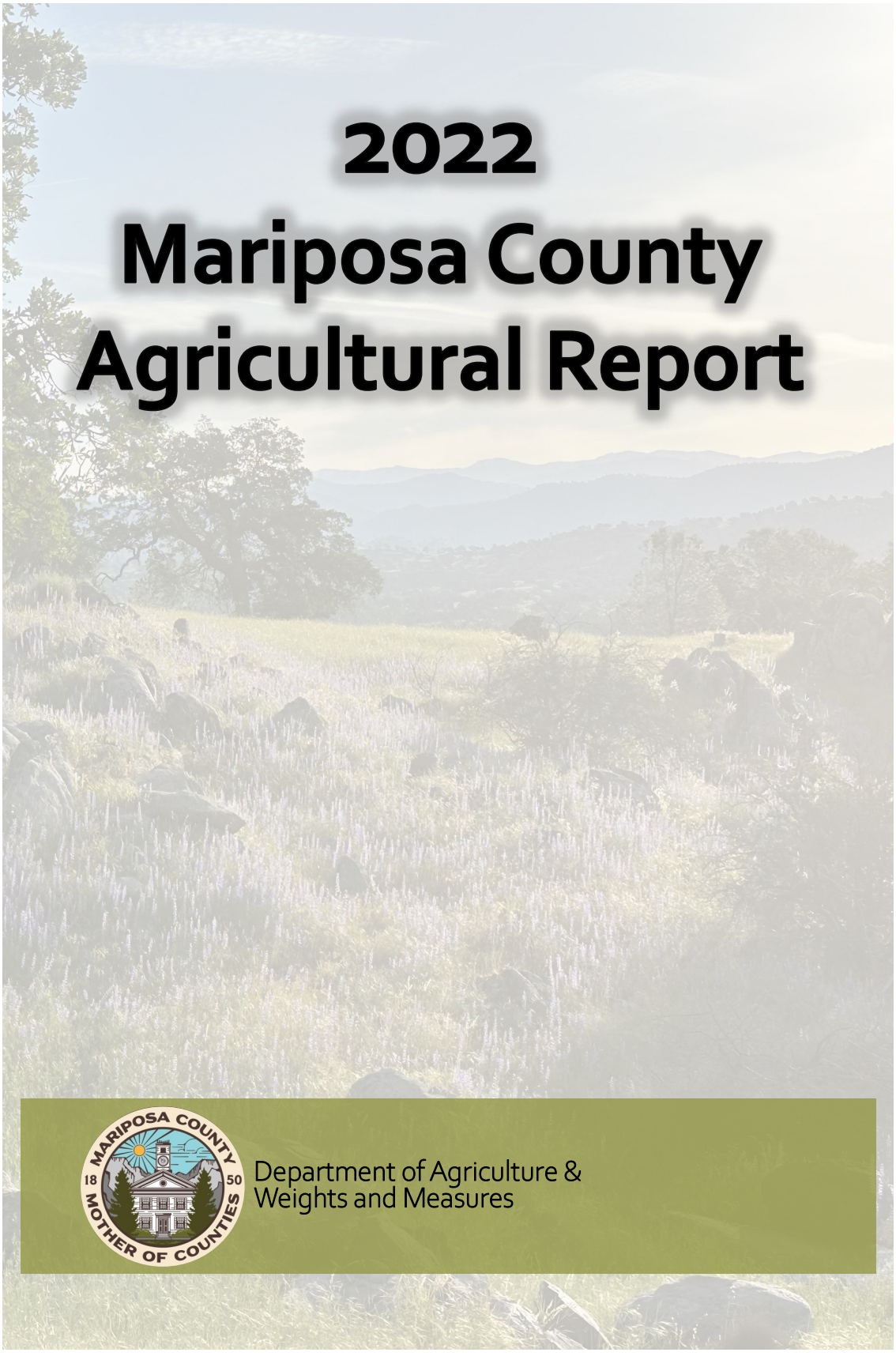
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. **2022 Mariposa County Crop Report FINAL**

2022
Mariposa County Agricultural Report



Department of Agriculture &
Weights and Measures

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Mariposa County

Department of Agriculture & Weights and Measures
Monica Nielsen
Agricultural Commissioner & Sealer of Weights and Measures

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agcomm@mariposacounty.org

Karen Ross, Secretary

California Department of Food and Agriculture
and

The Honorable Board of Supervisors, County of Mariposa

Supervisor Rosemarie Smallcombe, District I
Supervisor Shannon Poe, District II
Supervisor Danette Toso, District III
Supervisor Wayne Forsythe, District IV
Supervisor Miles Menetrey, District V, Chairperson

In accordance with California Food and Agricultural Code section 2272 and section 2279, I am submitting the 2022 Crop and Livestock Report for Mariposa County. This annual publication summarizes the acreage, production, and value of agricultural production in Mariposa County.

Mariposa County's total gross value for agricultural production was estimated at $28,351,214.

The agricultural production value continues to show the economic importance and the impact that agricultural production has on the local and regional economy.

In Mariposa County, cattle and calves continues to be the county's leading agricultural commodity with a production value of $20,326,991 a 20% decrease from 2021. This is due to continued drought conditions causing a lack of forage feed, increased input costs, and reduced herd sizes. Rangeland followed in second with a production value of $7,375,091, a 3.41% decrease over 2021.

In 2022 Mariposa County certified producers increased for the second year which assisted the Miscellaneous Vegetables value of $153,500 an increase of 25.31%. While Miscellaneous Fruits and Nuts again declined with a 62.5% loss. Wine grapes are included in Miscellaneous Fruits and Nuts Commodities again this year to avoid disclosure of producers. This year producers experienced a lack of harvested wine grapes due to vineyard loss during the Oak Fire and smoke taint from all California Wildfires.

Mariposa County's overall crop value decreased 17%. I must stress that these are gross values only and do not represent the actual net profit to the producer or the multiplier effect on the local economy. This report reflects many combined categories, this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I would like to extend my sincere thanks and appreciation to ranchers, agricultural producers, stakeholders, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank Agricultural Inspector, Mikaela Williams, for her help compiling this report. Without continued hard work and dedication from all entities, this report would not be possible.

Respectfully Submitted,

Monica Nielsen

Monica L. Nielsen
Agriculture Commissioner &
Sealer of Weights and Measures

Livestock and Poultry

Item	Year	Number of Head	Total Weight	Unit	$/Unit	Value
Cattle and Calves	2022	35,980	120,897	CWT	$167	$20,189,766
	2021	37,190	168,198	CWT	$149	$25,061,621
Misc. Live-stock	2022	Includes all Poultry, Goats, Sheep and Hogs				$187,225
	2021					$573,085
Total	2022					$20,376,991
	2021					$25,634,706



Photo By: Happy Goat INC

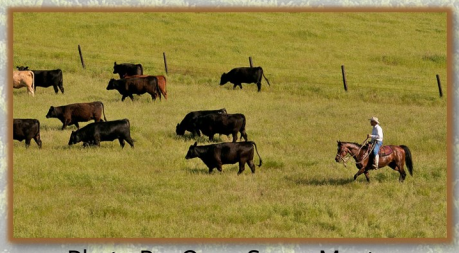


Photo By: Open Space Meats

Livestock and Poultry Products

Item	Year		Value
Misc. Livestock	2022	All Eggs (Chicken and Quail), Wool	$21,732
	2021		$528,472



Photo By: G & J Little Farm



Field Crops

Item	Year	Acres	Unit	Price Per Unit	Value
Rangeland	2022	399,085	Acres	$18.48	$7,375,091
	2021	402,068	Acres	$18.99	$7,635,271
Misc. Field Crops	2022	Sudan, Oak, Native, and Other Pasture Hay			$13,940
	2021				$14,880
Total	2022				$7,389,031
	2021				$7,650,151

Photo By: Sierra Cider





Photo By: Sierra Foothill Conservancy

Photo By: Arthur Family Farm



Fruits and Vegetables

Item	Year		Value
Misc. Fruits	2022	Includes Grapes (wine), Apples, Herbs, Olives, Misc. Tree Fruits	$84,812
	2021		$226,643
Misc. Vegetables	2022	Includes Microgreens, Mushrooms, and Misc. Vegetables	$153,500
	2021		$122,500
Total	2022		$238,312
	2021		$349,143

Nursery Product

Item	Year		Total Value
Nursery Products	2022	Nursery Stock & Cut Flowers	$73,604
	2021		$56,783



Photo By: Yosemite Flower Farm



Photo By: Steves Bees

Apiary Product

Item	Year		Total Value
Apiary Products	2022	Numbers calculated from state Beewhere Website	$53,815
	2021		$48,237





Forest Product

Item	Year		Total Value
Misc. Forest Product	2022	Milled Lumber, Biomass, Christmas Trees, & Firewood	$197,729
	2021		$967

Agricultural Crop Report Recapitulation

Commodity	Year	Value
Livestock & Poultry	2022	$20,376,991.00
	2021	$25,634,706.00
Livestock & Poultry Products	2022	$21,732.00
	2021	$527,472.00
Field Crops	2022	$7,389,031.00
	2021	$7,650,151.00
Misc. Fruits and Nuts	2022	$84,812.00
	2021	$226,643.00
Misc. Vegetables	2022	$153,500.00
	2021	$122,500.00
Apiary Products	2022	$53,815.00
	2021	$48,327.00
Nursery Products	2022	$73,604.00
	2021	$56,783.00
TOTAL AGRICULTURAL COMMODITIES	2022	$28,153,485.00
	2021	$34,266,492.00
Forest Products	2022	$197,729.00
	2021	$967.00
TOTAL AGRICULTURAL COMMODITIES with FOREST PRODUCTS	2022	$28,351,214.00
	2021	$34,267,459.00



Cattle & Calves
71.71%



Rangeland
26.20%



Misc. Livestock
0.66%



Misc. Vegetables
0.54%



Misc. Fruit
0.30%



Nursery Products
0.26%



Apiary Products
0.19%



Livestock/Poultry Products
0.08%



Misc. Field Crops
0.05%

Thank you to all Mariposa Counties producers, ranchers, and partners for all of your hard work and perseverance in 2022.

We want to extend an extra note of thanks to those who responded to our Crop Report Survey. The 2022 Mariposa County Crop Report would not be possible without you!

WE APPRECIATE YOU!!

Top Commodities - Twenty Year Comparison

2022		2002	
Cattle & Calves	$ 20,189,766	Cattle & Calves	$ 10,204,000
Rangeland	$ 7,375,091	Rangeland	$ 5,640,000
Forest Products	$ 197,729	Misc. Livestock & Poultry Products	$ 1,195,000
Misc. Livestock	$ 187,225	All Poultry	$ 1,025,000
Misc. Vegetables	$153,500	Forest Products	$ 844,000
Misc. Fruit, Nuts & Grapes	$ 84,812	Misc. Fruit & Nuts	$ 402,000
Nursery Products	$ 73,604	Honey	$ 166,000
Apiary Products	$ 53,815	Sheep & Lambs	$ 160,400
Misc. Livestock & Poultry Products	$ 21,732	Nursery Stock	$ 150,000
Misc. Field Crops	$ 13,940	Apples	$ 139,000



Sustainable Agriculture Report

Pest Exclusion

The Mariposa County Pest Exclusion program provides the first line of defense for California agriculture. Inspectors preform inspections on intrastate and interstate shipments of plant material, plant products, and other miscellaneous plant items. This provides protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through normal channels of trade like USPS, UPS, Truck Deliveries, etc.



Blue Tag Inspections

The Mariposa County Ag Department inspected 4,179 pieces of plant material with 1,943 items considered to be a host for the invasive Glassy Winged Sharphooter (GWSS). These shipments were inspected for the GWSS and for GWSS egg masses. The introduction of GWSS in Mariposa County would be detrimental to Mariposa's Vineyards.

Seed Inspections

Mariposa County Ag Department inspected eight seed shipments into Mariposa. This program reduces the introduction of weed seed into the county.





Pest Detection

The Pest Detection program provides a second line of defense against exotic pests. This program detects the introduction of invasive pests though trapping before they become widely established. The goal is to locate harmful pests early. This allows for eradication methods to be biologically and economically feasible. Bug traps are placed in urban areas throughout the county to detect the following insect pests: Mediterranean Fruit Fly, Glassy Winged Sharpshooter, Spongy Moth, Japanese Beetles, Asian Citrus Psyllid, European Pine Shoot Moth, and Khapra Beetle. These traps are checked bi-weekly and rotated every six weeks to a new location.









Target Pest	Traps Placed at One Time	Total Traps Serviced	Host Crop
Gypsy Moth	200	1,351	Oaks & Pine Trees
Glassy Winged Sharpshooter	80	1,002	Various Trees & Shrubs
Mediterranean Fruit Fly	35	377	Fruit Trees
Japanese Beetle	16	123	Turf & Flowers
European Pine Shoot Moth	6	35	Pine trees
Asian Citrus Psyllid	1	9	Citrus
Khapra Beetle	3	21	Grain Products

Pest Management

Pest Abatement

Mariposa County works hard to reduce three species of invasive noxious weeds in Mariposa County. Noxious weeds include Yellow Star Thistle, Tocalote, and Klamath Weed. Weeds are controlled with methods including hand pulling, mechanical removal, chemical spraying, and biocontrol with the release of different natural predators.

Biocontrol

Pest	Agent/Mechanism	Scope of Program
Ash Whitefly, *Siphoninus phillyreae*	Parasitic Wasp, *Encarsia ssp.*	County Wide
Red Gum Lerp Psyllid, *Glycaspis brimblecombei*	Parasitic Wasp, *Psyllaephagus bliteus*	County Wide
Klamath Weed, *Hypericum perforatum*	Klamathweed beetle, *Chrysolina quadrigemina*	County Wide
Puncturevine, *Tribulus terrestris*	Seed & Stem Weevils, *Microlarinus lareynii*	County Wide
Yellow Starthistle, *Centaurea solstitialis*	Seed Head Weevil, *Bangasternus orientalis*	2 sites
	Hairy weevil, *Eustenopus villosu*	Various Sites
	Peacock Fly, *Chaetorellia australis*	4 sites

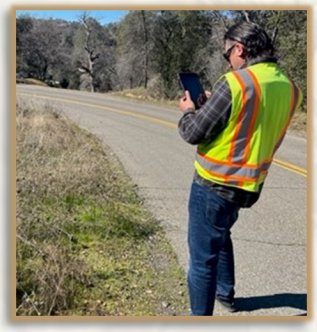
History of Cost Share Invasive Noxious Weed Control Program



In 2001 Mariposa County Department of Agriculture first began the control of Noxious Weeds within the county in conjunction with the Sierra - San Joaquin Weed Management Area.

In 2005 the Mariposa County Board of Supervisors approved the proposed County funded cost share noxious weed control program. From this point forward the Ag Department and the County made the commitment to continue to work to control noxious weeds on private and public lands. Mariposa County contracts over the years have included treatment and eradication of Arundo, Iberian Star Thistle, Spotted Knap Weed, Klamath Weed, Yellow Star Thistle, Italian Thistle, Medusa Head, and Puncture vine.

For the initial ten years of the program the Mariposa County Department of Agriculture hired an Independent Contractor as the Weed Management Coordinator. His job comprised of identifying and mapping out invasive weed species that the State of California views as a threat to the natural environment and agriculture.



In 2023 the Mariposa County Department of Agriculture sprayed 45 miles of roadside rights of ways, 130 miles of targeted weed treatment along roadsides, and 52.50 acres of treatment in the cost share program.

We would like to thank Dan Wice and prior county staff members for the historical Data for the information provided.

Direct Marketing Programs

Certified Farmers Market Program



Mariposa County had one Certified Farmers' Market in 2022. It was located at 6th Street and Stroming Road. The Mariposa Certified Farmers Market was held from May through October on Wednesday evenings. Mariposa had a total of nine Certified Producers throughout the county. Each Certified Producer is required to have their production site inspected to insure all products that are being sold are grown by the producer.



Organic Program

2022 Mariposa County had two Certified Organic producers registered with the CDFA Organic Program. Most producers in Mariposa County use all-natural farming methods. Mariposa Department of Agriculture inspected five businesses selling organic products and took three organic samples of organically marketed products to insure each product met organic standards.

PESTICIDE USE ENFORCEMENT

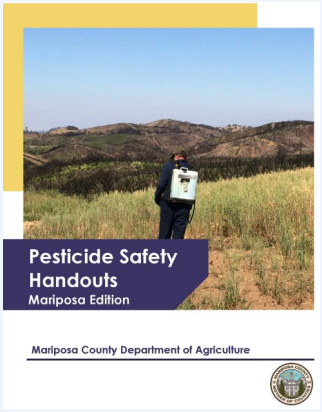
2022 County Pesticide Registration

Pest Control Business	27 Operators
Branch 1 Structural Pest Control Business	4 Operators
Branch 2 & 3 Structural Pest Control Business	38 Operators
Pest Control Aircraft Pilot	0 Operators
Maintenance Gardeners	1 Operators
Farm Labor Contractor	2 Contractors
Pest Control Advisor	20 Advisors

Did you know that Mariposa County Department of Agriculture is responsible for regulation and safety of all pest control businesses in Mariposa County? Each business that plans to do any work in Mariposa is required by law to register with the Mariposa County Department of Agriculture. The goal of the Pesticide Use Enforcement program is to ensure the safety and wellbeing of public citizens, pesticide applicators, agriculture workers, and the environment.

2022 Permits and Operator IDs

Restricted Materials Permits	4 RMPs
Operator IDs	50 OIDs



Mariposa County permit and Operator ID holders attended an hour long discussion regarding Laws and Regulations of pesticide usage before their permit is issued. This is to increase awareness of pesticide safety, proper handling, and application techniques for pesticides.

History of Weights & Measures

Have you ever wondered if you are getting the correct amount of fuel at a gas station? What about when you are paying for items that are sold by the pound at the grocery store? Or even who you contact if you suspect contaminated gas or diesel? Weights and Measures has been a topic of great discussion for centuries, even dating back to George Washington in 1790 who stated that, "Uniformity in the currency, weights, and measures of the United States in an object of great importance". In order to maintain accurate weighing and measuring devices the State of California created the Office of State Superintendent of Weights and Measures to oversee development of specifications and tolerances to insure accuracy within the marketplace.

At this time County Officials began to help in assisting with state inspections, adjusting, and sealing weighing apparatus. In 1972 the Bureau of Weights and Measures was renamed as the Division of Measurements Standards. Division of Measurement Standards currently oversees several programs including Metrology, Type Evaluation, Measurement Compliance, Petroleum Products, and Weighmaster Enforcement. Each county Weights and Measures official is responsible to check the accuracy of packaged commodities, meters, scales and gas pumps and ensure pricing accuracy. County officials can also pull samples to test the quality of gasoline, diesel fuel, and motor oil.

County Weights and Measures officials goal is to ensure fair and honest trade in the marketplace for both vendors and consumers.

Information provided by: CDFA DMS & History of Standard Weights and Measures of the United States



Photo of Gagliardo & Co. in Hornitos CA

Weights & Measures Stats

Petroleum Signage	
	Number
Locations Inspected	15

Measuring Devices	
	Inspections
Cordage Meter	3
LPG (Propane)	14
Retail Fuel Meter (Gas Pumps)	271
Vehicle Meter	4
Wholesale Meter	6
Electric Submeter	111
Water Meter	1



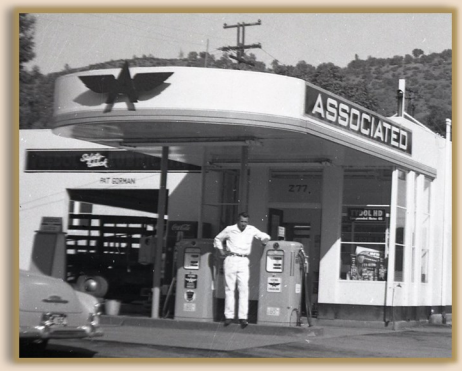


Photo of Associated Gas Station in Mariposa town proper. "Associated" was located in the shopping center at the corner of 7th Street and HWY 140.

Weighing Devices	
	Inspections
Computing Scales	43
Counter Scales	6
Platform Scales	2
Hanging Scales	6
Animal Scales	3
Cattle Scales	23
Hopper Scales	3
Vehicle Scales	1
Dormant Scales	1

2022 Farm Bureau Friend of Agriculture



Photo From: Mariposa Gazette

The Mariposa County Farm Bureau recognized Brian Bullis, Mariposa County Fairgrounds Manager, as the 2022 Mariposa County Farm Bureau Friend of Agriculture. Bullis was recognized at the Mariposa Farm Bureau Dinner on October 15, 2022 held at the Mariposa County Fairgrounds.

Bullis is known for his dedication to the local Ag industry and Community Service.

Brain was hired in 2004 as the manager of the Mariposa Fairgrounds, taking over two full time State Positions, CEO/Manager and Head of Maintenance . This acted as a large cost savings to the local fairgrounds. In this position Brian has continued to be an advocate for ag by always supporting ag events and activities at the Fairgrounds.

Brian is also a long time community servant. He currently serves on the Board of California Fair Services Authority, Mariposa Chamber of Commerce Board, Mariposa High School Ag Advisory Committee, Junior Livestock Committee, The Friends of the Mariposa Fairgrounds Advisor, 4-H Woodworking Leader, little league coach and is a proud member of the Lions Club. Brian also served on the Mariposa/Yosemite Tourism Board for ten years.

Bullis graduated with a Bachelors Degree in Mechanized Ag Business. Prior to Fairgrounds Manager Bullis worked for 14 years in the Almond Hulling and Shelling Industry.

The Mariposa County Department of Agriculture would like to thank Brain Bullis for all of his work supporting the Agriculture Industry over the years.

Thank you to the Mariposa Farm Bureau for providing the information for this synopsis.



Photo By: Charles Phillips



Left to Right: Freitas, Harris, Souza, Nielsen, Williams, Wice

Agriculture Department Staff

Monica Nielsen	Agricultural Commissioner & Sealer of Weights and Measures
Mikaela Williams	Agricultural & Standards Inspector
Rachael Harris	Agricultural & Standards Inspector
Mary Souza	Office Technician
Bret Wice	Extra Help - Agricultural Field Assistant
Chris Freitas	Wildlife Services Specialist

Wildlife Services Program Overview:

Mariposa's Wildlife Services Specialist is our county's defense against wildlife damage to our urban areas. As needed, Wildlife Services Specialist survey areas and conduct direct control operations to reduce wildlife damage in accordance with NEPA. Some methods include providing advice on deterring feral pests such as, feeding pets during daytime hours to reduce racoons, skunks, possums, and bear activity around homes. California Fish and Wildlife approved methods are used to address feral pests including those listed above, as well as hogs, coyotes, foxes, and bobcats when damage or threats have occurred to livestock, pets, and even humans.



Mariposa County
Department of Agriculture
& Weights and Measures
PO Box 905, Mariposa, CA 95338

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-610

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Adopt a Resolution of Intention to Sell Approximately Ten Acres of Real Property at 2975 and 2985 Bear Valley Road in Hornitos; and Approve Publication of a Notice of Intention to Sell Said Real Property

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Sell Approximately Ten Acres of Real Property at 2975 and 2985 Bear Valley Road in Hornitos; and Approve Publication of a Notice of Intention to Sell Said Real Property.
This property is no longer needed for County purposes and may therefore be returned to a private landowner. Although there are additional County properties without a public use in Hornitos, a current resident of Hornitos has asked the County to offer this property at this time.

The property at 2975 and 2985 Bear Valley Road is a single, 10.55-acre parcel (Assessor's Parcel Number 011-070-003). The portion of the property at 2975 Bear Valley Road is a County fire station that has not been used actively for several years. The portion of the property at 2985 Bear Valley Road includes a condemned residence. Some County records indicate the property is actually 10.06 acres, but the record of survey on file with the assessor-recorder's office confirms the 10.55-acre size. Without a public use for this property, staff recommends approval of this resolution, which is the first step in a state-mandated sale process described in greater detail below.

Pursuant to the state process and the proposed resolution, the minimum bid for this property has been set at seventy-five thousand dollars ($75,000). A public hearing to consider a purchase and sale agreement for this property will be held on December 5, 2023, at 9:00 AM or as soon as possible thereafter.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 1972, the California State Legislature disincorporated the town of Hornitos. As part of the disincorporation, all town property was transferred to the County of Mariposa. The County still owns approximately 250 acres in Hornitos as a result of this action, including the real property proposed to be sold in this item.

On February 26, 2019, the Board discussed how to move forward with more than 600 acres of surplus property, including some of the properties in Hornitos. Staff was directed to further evaluate options for the properties mentioned and pursue the sale of those that no longer had a public purpose. A town hall meeting was held in Hornitos later that year and the community members in that area expressed two primary concerns: 1) That properties could be sold to developers who would change the character

of the community; and 2) That some community members relied on roads through County properties to access their residences.

In February 2022, the Board accepted a quitclaim deed related to the residence on the subject property from Sally Cheatham. This action provided necessary reassurance that the County is the sole owner of the subject property. In January 2023, the Board conveyed the schoolhouse properties in Hornitos, which had been owned by the County since 1972, to the Hornitos Historical Society at no cost. In February 2023, the Board sold 0.04 acres of surplus property in Hornitos to Garry Robinson for $1,250.

Sale of surplus real property is governed by California Government Code Sections 25520 - 25539.10. According to those code sections, the first step of the sale process is to adopt the proposed resolution of intention to sell by two-thirds vote. If adopted, the County must then notice the available property for at least three weeks. We are also required to notify the California Housing and Community Development Department for consideration from possible housing developers.

Sealed bids are required to be submitted on or before the date specified in the resolution. At the regularly-scheduled board meeting that has been noticed, the board chair opens and announces sealed bids and calls for oral bids. New oral bids may then be offered, each at least five percent more than the highest written bid. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding. Upon completion of the bidding, the Board has ten days to either accept the highest bid or reject all bids. Staff then receives direction to either execute the sale or move forward in some other way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The property will not be sold. The County will remain responsible for maintenance of the property and the property will remain exempt from local property taxes.

FINANCIAL IMPACT

Sale of this property would generate immediate revenue from the sale and ongoing revenue from property taxes related to the property. Revenue from the sale of this property would be recognized in the General Fund and available for use at the Board's discretion.

ATTACHMENTS

1. **Resolution of Intention**
2. **Notice of Intent to Sell**
3. **Bid Submittal Instructions**
4. **Purchase and Sale Agreement**
5. **Planning Map**
6. **Assessor Maps**
7. **Hornitos Vicinity Map**

VOTE RESULT

RESULT:	**Adopted**
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 II Supervisor Poe

NAYS: None

EXCUSED: District IV Supervisor Wayne Forsythe

Resolution No. 2023-____

RESOLUTION DECLARING COUNTY-OWNED REAL PROPERTY AS SURPLUS TO THE NEEDS OF THE COUNTY AND NOTICE OF INTENTION TO SELL SURPLUS REAL PROPERTY

WHEREAS, the County of Mariposa owns the improved real property at 2975 and 2985 Bear Valley Road in Hornitos, as described in Exhibit A; and

WHEREAS, there is no present or contemplated use that would preclude the Board of Supervisors from declaring the real property as surplus to the needs of the County and offering the real property for sale to the highest responsible bidder; and

WHEREAS, California Government Code section 25520 et seq. authorizes the Board to sell surplus property in the manner proposed; and

WHEREAS, the sale of surplus real property is in the best interests of the County of Mariposa and the general public.

NOW, THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors:

1. The described real property is surplus to the needs of the County; and
2. The County intends to sell the surplus real property to the highest responsible bidder in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement contained within, for the minimum acceptable cash purchase prices as follows; and
3. The County Administrator's Office is authorized to disseminate individual bid packages for the sale of the surplus property containing Bid Submittal Instructions and Purchase and Sale Agreements; and
4. Each written and oral bid must be accompanied by a Bid Guarantee in the form of a cashier's check equal to ten percent (10%) of the bid amount; and
5. The Clerk of the Board is authorized to publish the attached Notice of Intention to sell the surplus real property in a newspaper of general circulation published in the County, pursuant to California Government Code section 6063; and
6. The time and place to conduct a public hearing to open received bid packages and consider offers to purchase the surplus real property is set for December 5, 2023 at 9:00 a.m., or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in the Town of Mariposa.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors at its regular meeting on November 7, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

MILES MENETREY, Chair

ATTEST:

_____

RENÉ LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM, County Counsel

ANOTICE OF INTENTION TO SELL REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to sell real property described as follows:

Location: 2975 and 2985 Bear Valley Road, Hornitos, California (APN 011-070-003)
Size / Zoning: 10.55 acres / Hornitos Town Planning Area Zone

The Mariposa County Board of Supervisors intends to sell the surplus real property to the highest responsible bidder in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement. The minimum acceptable cash price is $75,000. Each written bid is required to be accompanied by a bid guarantee in the form of a cashier's check equal to ten percent (10%) of the bid amount. December 5, 2023, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA), is established as the time and place for a public hearing to open received bid packages and consider offers to purchase this surplus real property.

Bid Submittal
Instructions

1. **Bid Submittal**

Bids must be submitted to the Mariposa County Clerk of the Board's Office in a sealed envelope that is clearly marked: "BID FOR PURCHASE OF COUNTY OWNED REAL PROPERTY – APN 011-070-003." Submittals must include a bid form, purchase and sale agreement, and bid guarantee. All documents must be complete and properly executed, as directed in these instructions, to be considered.

Sealed bids must be received by 2:00 p.m. on December 4, 2023.

2. **Bid Form**

Bids shall be made on the Bid Form provided in the bid package. If the bid is made by an individual, it shall be signed and notarized with the full name and address of the bidder. If the bid is made by a joint venture or partnership, it shall be signed and notarized with the full name and address of each member thereof. If the bid is made by a corporation, it shall be signed by the president and secretary in the corporate name with the corporate seal affixed thereto. No bid will be considered unless it complies with the indicated signature requirements.

3. **Purchase and Sale Agreement**

The Purchase and Sale Agreement, approved as to form by County Counsel and included in the bid package, must be complete, include the notarized signature(s) of the bidder(s), and be attached to the Bid Form.

4. **Bid Guarantee**

Each written and oral bid shall include a cashier's check made payable to the County of Mariposa in an amount equal to ten percent (10%) of the bid amount. Bid payments included with declined bids will be returned to the unsuccessful bidders by December 8, 2023. The Bid Guarantee will become non-refundable upon the waiver of all contingencies in accordance with the terms and conditions of the Purchase and Sale Agreement. The balance of the successful bid amount shall be delivered to the Escrow Holder by bidder no less than three days prior to the Close of Escrow date.

5. **Bid Withdrawal**

Any bid may be withdrawn, in writing, at any time prior to the time and date fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. Bids may not be withdrawn after 9:00 a.m. on December 5, 2023.

6. **Bid Award and Rejection**

The sale of the County-owned real property will be awarded to the highest bidder, including any oral bids at the time of the Public Hearing, whose bid complies with all requirements prescribed herein. All oral bids must have a minimum overbid that is 5% higher than the highest submitted written bid. The Board of Supervisors reserves the right to reject any and all bids.

7. **Bid Package Contents**

Information about the surplus real property is provided with the Bid Package including:

Resolution of Intention
Area Map
Bid Form
Purchase and Sale Agreement
Any other available documents associated with the sale of the property

8. **Inspection Period**

The property will be available to prospective bidders for preliminary inspection by appointment only prior to the deadline for bid submittals. The successful bidder will be allowed a contingency period after the award of the bid, pursuant to the Purchase and Sale Agreement, in which to conduct all further inspections, investigations and evaluations.

9. **Address to Submit Bids and to Request Additional Information**

Bid Submittals must be delivered to the address indicated below and received by the County of Mariposa no later than the deadline indicated above. Any Bid Submittal not received by this deadline, even if post marked before the deadline, will not be accepted. For additional information or assistance, please contact:

County Administrator's Office
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222
dkimble@mariposacounty.org

10. **Brokers and Finders**

No commission or finder's fee shall be paid by the County to any party, licensed real estate broker, or other person for the sale of the surplus real property (regardless of whether the transaction is consummated), even though said party has had contact or dealings regarding the surplus real property or has communicated with the County in connection with the subject matter of this transaction.

BID FORM
FOR THE PURCHASE OF COUNTY-OWNED REAL PROPERTY

This bid to purchase is submitted pursuant to Government Code section 25520 et seq. and pursuant to a published notice of adoption of a resolution of intention to sell County-owned surplus real property described as 2975 and 2985 Bear Valley Road in Hornitos (APN 011-070-003).

_____ ("BIDDER") offers to purchase from the County of Mariposa, WHERE IS-AS IS AND WITH NO WARRANTIES, the surplus real property described above in accordance with the terms and conditions of the attached Purchase and Sale Agreement. BIDDER understands that fence lines and property lines do not necessarily coincide.

PURCHASE AND SALE AGREEMENT BID AMOUNT: BIDDER offers and agrees to pay County the total amount of $_____ as the purchase price of the property (minimum acceptable bid amount must equal or exceed $75,000). BIDDER shall deliver with this bid form to County a Bid Guarantee in the form of a Cashier's Check in the amount of 10% of the BIDDER's bid amount, or $_____.

BIDDER

By: _____
Signature

Name: _____

Address: _____

_____

Date: _____

BIDDER

By: _____
Signature

Name: _____

Address: _____

_____

Date: _____

All Bidder signature(s) must be notarized

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only December 5, 2023, is entered into by and between the County of Mariposa, a subdivision of the State of California ("Seller"), and _____ ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 10.06 acres located in the Hornitos area of Mariposa County, California, commonly known as 2975 and 2985 Bear Valley Road (Assessor's Parcel Number 011-070-003)("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be $_____.
   B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

C. The purchase price shall be payable as follows:

i. Buyer has submitted to Seller, with this Agreement, a good faith deposit ("Deposit"), in the form of a cashier's check, in the amount of $_____, equivalent to ten percent (10%) of the purchase price. This amount shall be deposited in Seller's bank account within five business days after the effective date. The deposit shall become nonrefundable to Buyer upon Buyer's delivery to Seller of the Contingency Period Notice as defined in 7(a)(ii) below accepting all conditions of the Property and waiving all contingencies.

ii. At least three business days prior to the close of escrow, Buyer shall deposit the balance of the purchase price with Escrow Holder, in immediately available funds, which shall be paid to Seller at close of escrow.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be:

Inter-County Title Co.
5160 Bullion Street
Mariposa, CA 95338

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around December 22, 2023.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

a. A preliminary report issued by Escrow Holder with respect to the Property; and
b. Legible copies of all documents referred to in such preliminary report.

Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the effective date. Upon delivery of Title Documents, Buyer shall have fifteen (15) calendar days to give Seller and Escrow Holder written notice of Buyer's approval or disapproval of the Title Documents. Buyer's failure to give written notice of approval or disapproval of Title Documents within the specified time period shall be deemed Buyer's approval of the Title Documents.

In the event that Buyer disapproves of Title Documents, Seller shall notify Buyer within five calendar days which of those disapproved title matters, if any, Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow.

Notwithstanding the foregoing, Buyer and Seller agree that deed restrictions related to the use of the property as a sanitary landfill have been disclosed and will not be resolved as a part of this transaction.

If Seller is unable or unwilling to remove all of the title matters to which Buyer objects, or fails to respond to Buyer as required, Buyer shall have five business days from receipt of the Seller's notice, or the last day allowed for delivery of the Seller's notice, to notify Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to respond in writing shall be deemed to be Buyer's election to terminate the transaction.

If this Agreement is terminated pursuant to this Section, the Deposit shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Documents and Materials: Seller is exempt from providing any disclosures to Buyer. However, Seller will provide any reports or documents that are available to the public within ten (10) calendar days of Buyer's request.

vi. Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects

as of the Close of Escrow.

iii. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting

generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

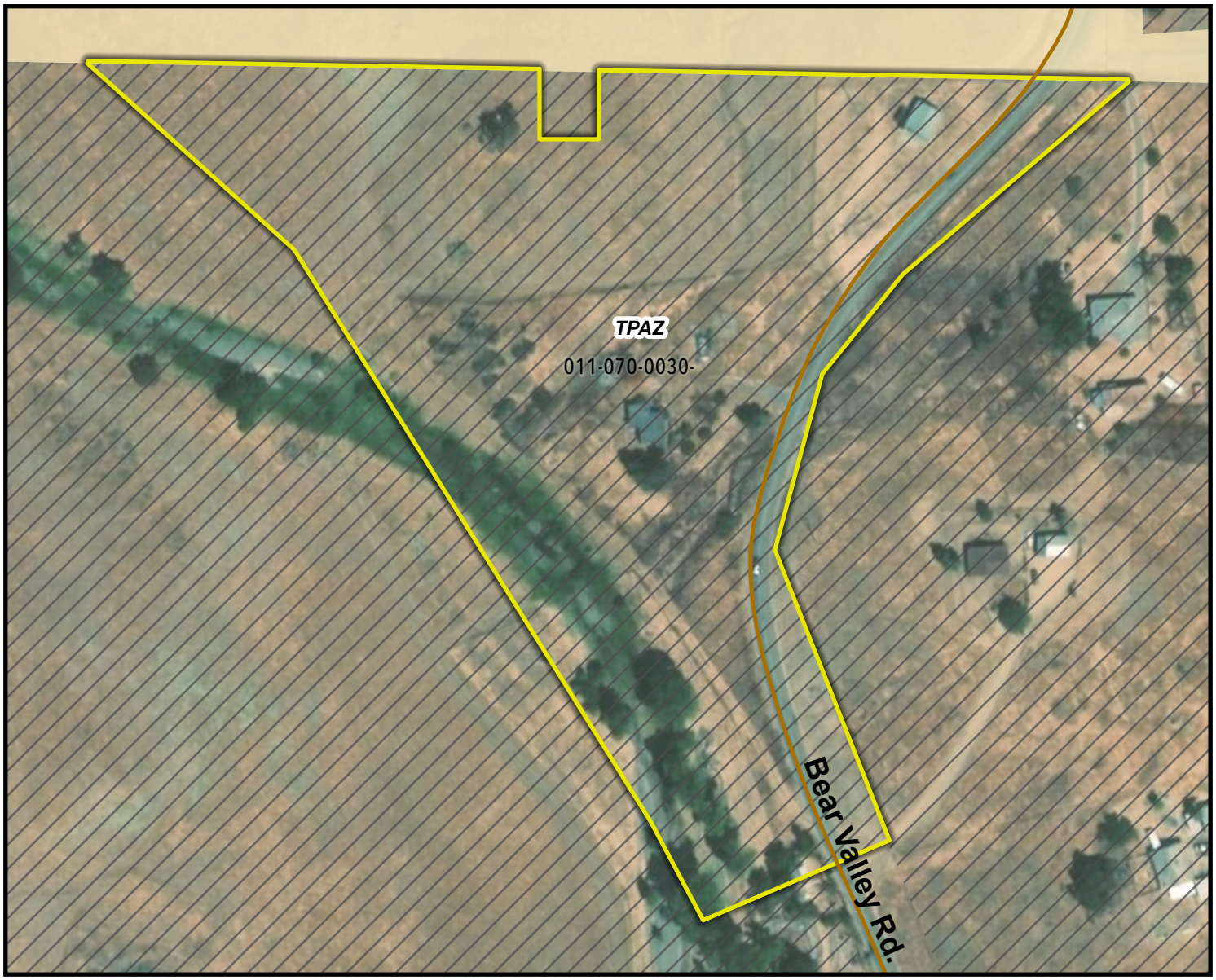
Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control,

(vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

BUYER:	**SELLER:**
_____	_____ Miles Menetrey, Chair Mariposa County Board of Supervisors
ATTEST:	**APPROVED AS TO FORM:**
_____ Danielle Bondshu Clerk of the Board	_____ Steven W. Dahlem Mariposa County Counsel

Mariposa County Planning Department
Project Vicinity Map



0 60 120 Feet

1:2,000

APN: 011-070-0030-

OWNER: COUNTY OF MPSA

ACRES: 10.06

NOTES: HORNITOS FIRE HOUSE

Surplus Properties

Zoning Designation

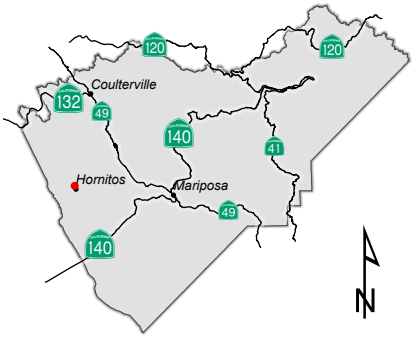
AE

TPAZ

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Monday, September 23, 2019
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 02/2019

Map Credit: BEN OGREN, Sr. GIS Specialist

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

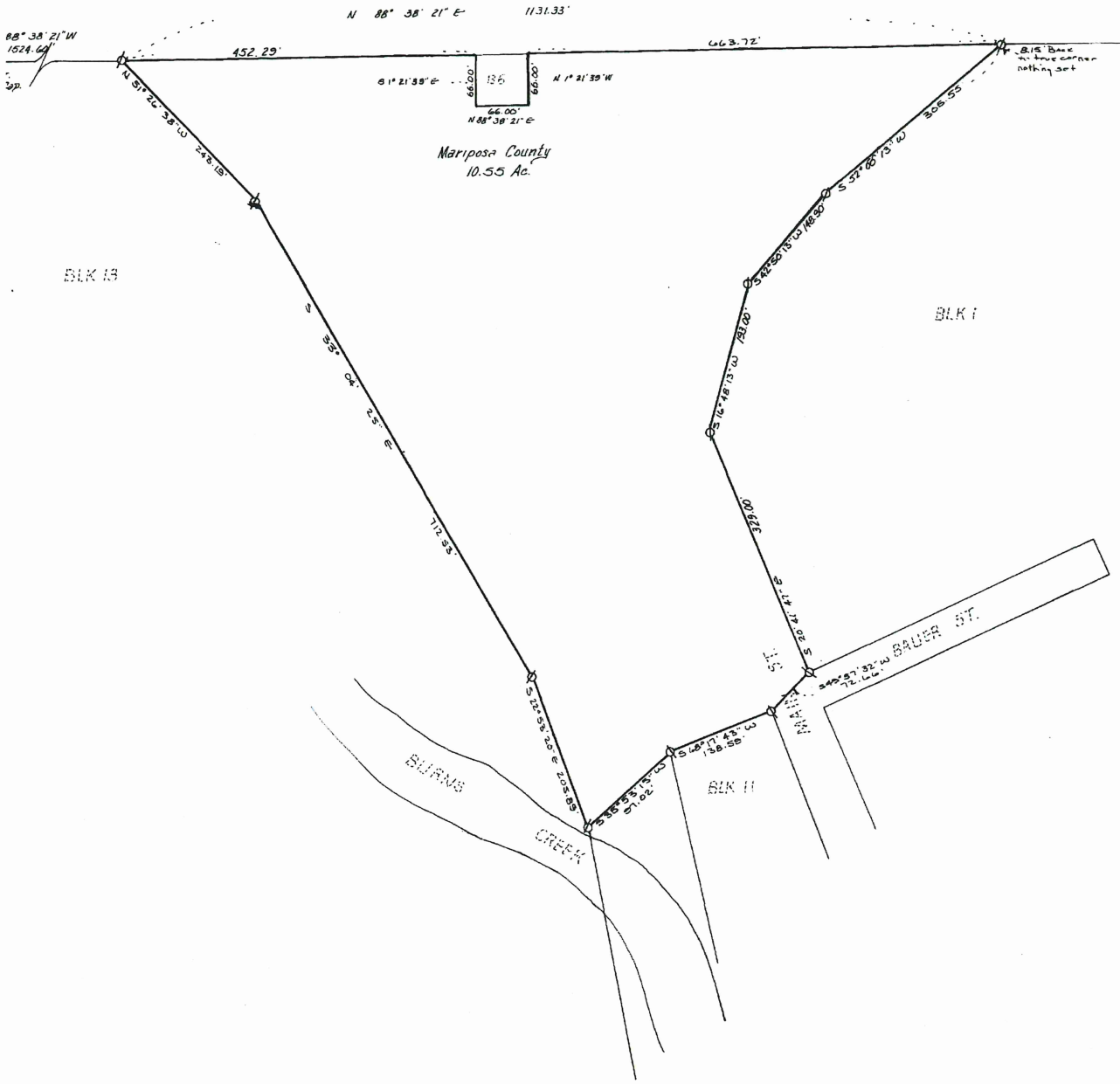


Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

RECORD OF SURVEY

TOWN OF HORNITOS

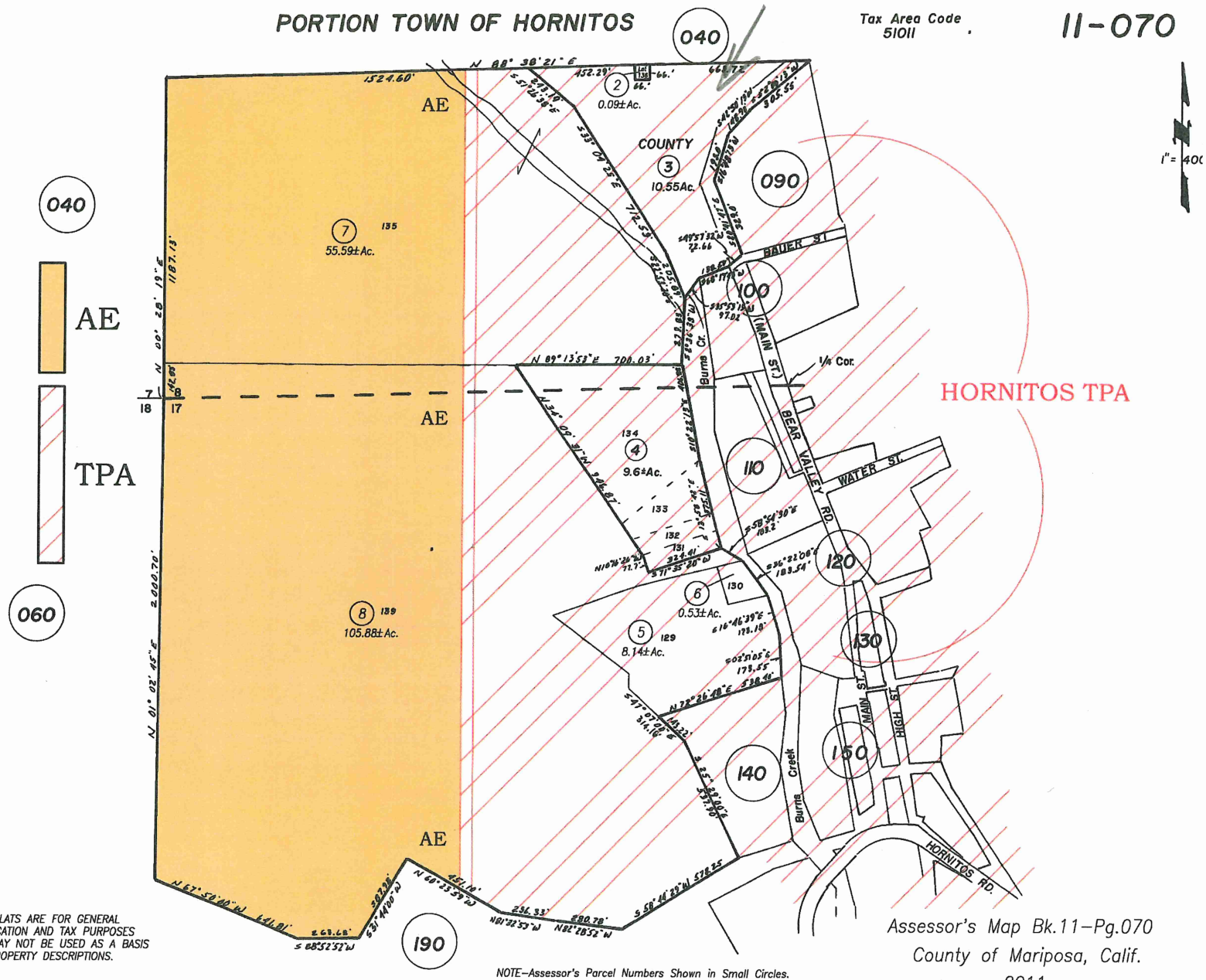


SHEET 22 OF 29

PORTION TOWN OF HORNITOS

Tax Area Code 51011

11-070



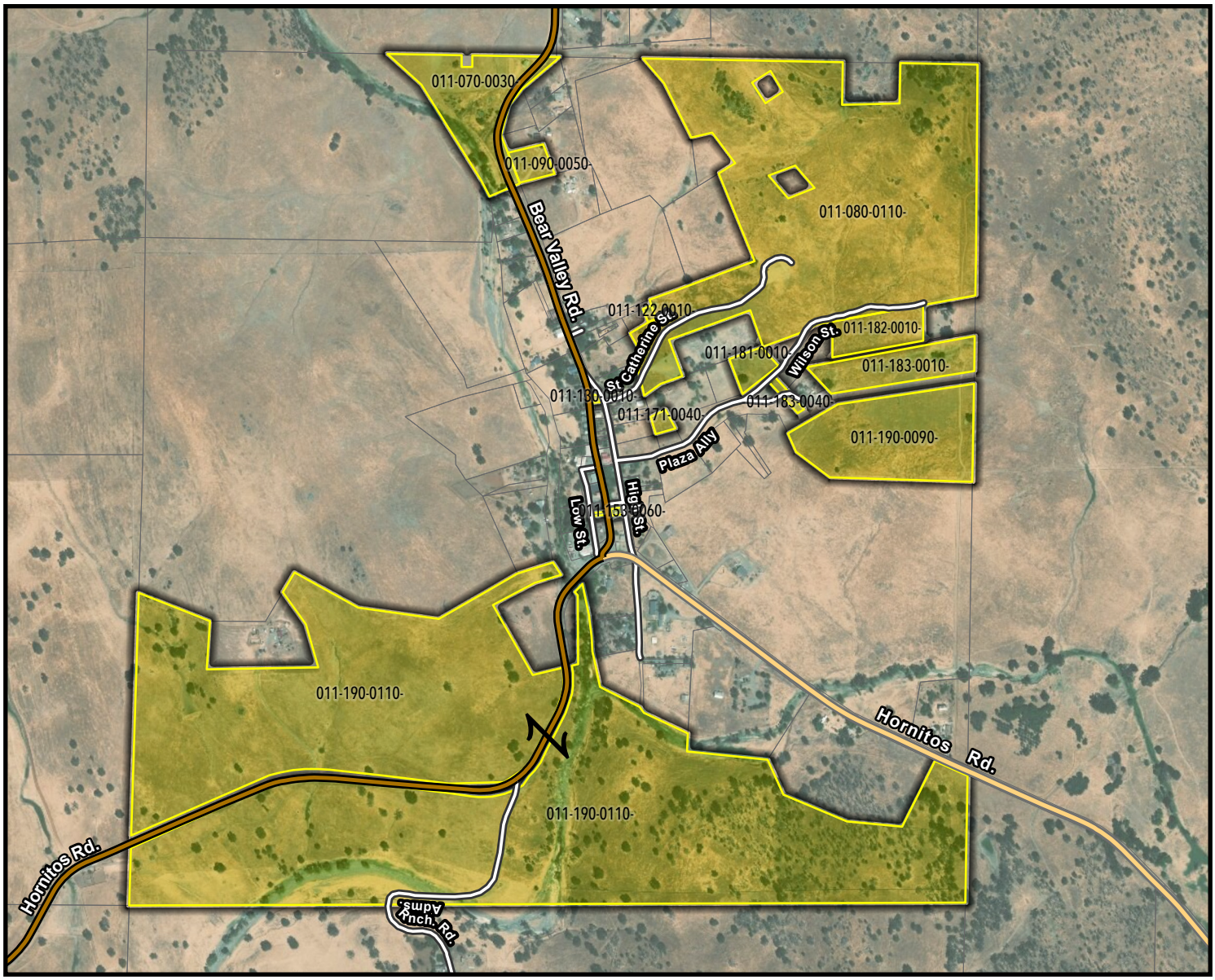
R.S. 214
215
217
1923
2030

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE–Assessor's Parcel Numbers Shown in Small Circles.

Assessor's Map Bk.11–Pg.070
County of Mariposa, Calif.
2011

Mariposa County Planning Department
Project Vicinity Map

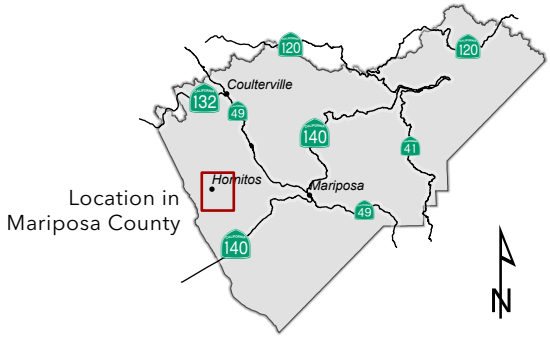


HORNITOS OVERVIEW MAP

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Monday, September 23, 2019
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 02/2019

Map Credit: BEN OGREN, Sr. GIS Specialist

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning



Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-611

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt a Resolution of Intention to Purchase Approximately 0.94 Acres of Real Property at 10304 Fiske Road in Greeley Hill, California; and Approve Publication of a Notice of Intention to Purchase Said Real Property

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Purchase Approximately 0.94 Acres of Real Property at 10304 Fiske Road in Greeley Hill, California; and Approve Publication of a Notice of Intention to Purchase Said Real Property

Purchase of this property, which was last used as a charter school, would facilitate improved service delivery, particularly with respect to health and social services, for residents in the northern portion of Mariposa County. The Health and Human Services Agency (HHSA) would be the lead department in the facility, but there is sufficient space for a sheriff substation and potentially some presence from other departments on a rotating basis.

The seller of the property is John Stone. Several appraisals have been conducted on this property in the last three years with results that have varied from $275,000 to $900,000. The most recent appraisal valued the property at $490,000. This action contemplates a purchase of the property at the negotiated amount of $500,000. Purchase and remodel of the property would be funded through HHSA grants and reserves.

Given the need to expand services in the northern portion of Mariposa County, the capacity of this facility, and the agreeable purchase price, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Staff has been looking for a more suitable location to deliver services in the north part of the county for several years. The current office in Coulterville is a small home in Coulterville that doesn't provide sufficient space to expand the service offerings there. With limited office or commercial space in Don Pedro, Coulterville, and Greeley Hill, finding an appropriate location has been difficult.

In 2019, staff toured the space with healthcare district staff and Supervisor Jones. The healthcare district was interested in purchasing the building in partnership with the County and dividing the space. Ultimately, the standards to which the building would need to be remodeled to meet healthcare district needs proved too costly and the healthcare district withdrew interest. A rental arrangement for the County was considered, but Supervisor Jones was also interested in purchasing the building and staff withdrew to avoid a conflict of interest. The availability of grant and reserve funds today that

were not available in 2019 make a County purchase possible to consider.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. This property will not be purchased. Residents in the northern portion of the County will need to continue coming to Mariposa for many of the services we provide.

FINANCIAL IMPACT

No General Fund dollars are requested for this purchase. HHSA grants and reserves will be used for purchase and remodel.

ATTACHMENTS

1. **Resolution of Intention**
2. **Notice of Intent**
3. **Purchase and Sale Agreement**
4. **Appraisal**

VOTE RESULT

RESULT:	**Adopted**
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 II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

RESOLUTION NUMBER 23-_____

RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY IN YOSEMITE WEST

WHEREAS, John and Sandra Stone ("Sellers") are the owner of that certain real property consisting of approximately 0.94 acres located at 10304 Fiske Road in Greeley Hill, California, commonly known as Assessor's Parcel Numbers 004-200-021 and 004-200-022 ("the Property"); and

WHEREAS, the County of Mariposa, a political subdivision of the State of California ("Buyer"), desires to purchase the Property to deliver services to residents in this area of the county; and

WHEREAS, Buyer and Seller have voluntarily agreed to enter a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth therein.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Intends to purchase the Property at a price of $500,000; and
2. Authorizes the Clerk of the Board to publish the attached Notice of Intention to purchase real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063; and
3. Sets December 5, 2023, at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in Mariposa, as the time and place to conduct a public hearing to consider the purchase.

ON MOTION BY Supervisor _____, seconded by Supervisor_____, this resolution is duly passed and adopted this 7th day of November, 2023, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to purchase the following real property:

Address: 10304 Fiske Road in Greeley Hill, California
APNs: 004-200-021, 004-200-022
Size: 0.94 acres
Location: At the intersection of Fiske Road and Greeley Hill Road in Greeley Hill
Seller: John and Sandra Stone
Price: $500,000

The Mariposa County Board of Supervisors intends to purchase the real property in accordance with the terms and conditions set forth in the Purchase and Sale Agreement. A public hearing to consider the purchase will be held on December 5, 2023, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA).

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") is entered into this 5th day of December 2023, by and between the County of Mariposa, a political subdivision of the State of California ("Buyer"), and John and Sandra Stone ("Seller"), and is predicated on the following facts:

RECITALS

Seller is the owner of that certain real property consisting of approximately 0.94 acres located at 10304 Fiske Road in Greeley Hill, California, commonly known as Assessor's Parcel Numbers (APNs) 004-200-021 and 004-200-022 ("the Property").

Buyer desires to purchase the property to deliver local government services to residents in that area of the county.

Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   In consideration for the Property transfer from Seller to Buyer, and in recognition of the public purpose served by this transfer, Buyer and Seller agree as follows:

   A. The purchase price for the property shall be $500,000.

B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be: Intercounty Title in Mariposa, CA

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around December 22, 2023.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

   i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

      a. A preliminary report issued by Escrow Holder with respect to the Property; and
      b. Legible copies of all documents referred to in such preliminary report.

Buyer will obtain Title Documents from Escrow Holder. If Seller has Title Documents referenced in the preliminary title report, they will be provided upon request.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Approval of Lot Line Adjustment: The lot line adjustment will be subject to the same review as any similar lot line adjustment. Approval or rejection of the application will be made at the discretion of the planning department director or, at his discretion, the Mariposa County Planning Commission.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Approval of the County Board of Supervisors: The purchase of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be

immediately returned to Buyer.

iv. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting

generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction

to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

John and Sandra Stone

TO BUYER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

SELLER:

_____
John Stone

SELLER:

_____
Sandra Stone

BUYER:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
Mariposa County Counsel

AN APPRAISAL REPORT OF
10304 FISKE ROAD, GREELEY HILL, MARIPOSA COUNTY, CA



PREPARED FOR

Mariposa County Health & Human Services
c/o/ Joe Lynch, Health & Human Services Director
P.O. Box 99
Mariposa, CA 95338

AS OF
JUNE 6, 2023

PREPARED BY
SARA LOCKHART
CALIFORNIA CERTIFIED GENERAL APPRAISER #AG3002137

R. MICHAEL WRIGHT
CALIFORNIA CERTIFIED GENERAL APPRAISER #AG006177

MICHAEL WRIGHT APPRAISALS INC.
21 THEALL STREET
SONORA, CALIFORNIA 95370

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Michael Wright Appraisals Inc.

A Professional Appraisal Firm

R. MICHAEL WRIGHT
CA. CERTIFIED GENERAL #AG006177

ROXANA STOBAUGH
CA. CERTIFIED RES. #AR008526
PROBATE ASSITANT

SARA LOCKHART
CA. CERTIFIED GENERAL #AG3002137

KITTY MCINNIS
APPRAISAL ANALYST

JIM McCUTHEON
INSPECTOR

MELISSA NOEL
OFFICE MANAGER

7/6/2023

File #22-05S

Mariposa County Health and Human Services
c/o Joe Lynch, Health & Human Services Director
P.O. Box 99
Mariposa, CA 95338

Re: 17301 Fiske Road
Greeley Hill, CA 95379

Dear Mr. Lynch,

Per your request, I have prepared the attached Appraisal Report of the property located at 17301 Fiske Road, Greeley Hill, Mariposa County, California. The property is hereafter referred to as the "subject" throughout the report.

The appraisal is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and with any applicable FIRREA regulations pertaining to real estate appraisal. The Scope of Work including the type and extent of research is shown in the body of the report. No responsibility is assumed for the reliance on either factual data or conclusions by anyone other than the client. Please note any Extraordinary Assumptions and Limiting Conditions on pages 5-9.

21 THEALL STREET
SONORA, CA 95370
(209) 532-6079
E-MAIL orders@wright-app.com
Order on line at www.wright-app.com

©2000-2023 MICHAEL WRIGHT APPRAISALS INC

The intended use of this appraisal is to estimate the fee simple market value of the subject's real property as of the date of inspection on June 6, 2023.

The value conclusion shown is part of the attached appraisal report and is not intended for use with out the full body of the report and all exhibits. Based on the data gathered and analyzed in this report, I have formed an opinion of the fee simple market value of the subject real property as-is as of, June 6, 2023 is:

$490,000

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,



Sara Lockhart
State of California Certified General R.E. Appraiser #AG3002137



R. Michael Wright
State of California Certified General R.E. Appraiser #AG006177

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Address:	17301 Fiske Road, Greeley Hill, CA 95383
Assessor Parcel No	004-200-021 & 022
Parcel Size	0.940 acres
Zoning:	TPA – Town Planning Area
Improvements:	4,170 SF office/retail building
Earthquake Zone:	Zone 3 (No active faults)
Effective Date/Date of Inspection:	June 6, 2023
Date of Report:	July 6, 2023
Property Rights Appraised:	Fee Simple
Market Value:	$490,000
Highest and Best Use:	Continued use as an office/retail space
Purpose of Appraisal:	To estimate market value for sale of the property
Report Requested by:	Mariposa County Health & Human Services

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

1) No legal description was supplied and assessor data is assumed to be correct.

2) I assume no responsibility for matters legal in character, nor do I render any opinion as to the title, which is assumed to be good. All existing liens and encumbrances have been disregarded and property is appraised as though free and clear and under responsible ownership.

3) Sketches and diagrams in this report are included to assist the reader in visualizing the property. The appraiser did not measure the building or interior walls and made no land survey.

4) The information contained in this report is not guaranteed but it was gathered from reliable sources which are believed to be accurate.

5) This report is not to be reproduced in part or as a whole without the prior written consent of the appraiser.

6) The appraiser, by reason of this appraisal, is not required to give testimony or attendance in court, with reference to the property appraised, unless arrangements have been previously made therefore.

7) The distribution of the total valuation in this report between land and improvements applies only under the existing program of land utilization. The separate valuation for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

8) The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors.

9) Neither all, nor any part of the content of this report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if the appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

10) Unless noted in the report, any potentially hazardous materials, which may be used in the construction or maintenance of the subject property or may be present on the site, such as urea-formaldehyde foam insulation, asbestos, radon or other toxic waste, were not detected during the course of this appraisal. This does not in any way rule out the presence of such substances, as this appraiser is not qualified to detect them. As the existence of any potentially hazardous material may affect the value of the subject, I urge the client to retain an expert to inspect the property if there is any question. If toxic wastes, hazardous material or undesirable substances are found in or on the property, then the cost of their removal must be deducted from the final value as reported in this appraisal. No Phase 1 Environmental Assessment of the property was provided to the appraiser.

11) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

12) The appraisal is assembled in a fashion with pictures and maps facing written pages they pertain to. If additional copies are needed they should be ordered from the appraiser. The integrity and continuity of the report may be jeopardized by copying the report and not maintaining the exact order and positioning of the pages. We take no responsibility for missing and/or misplaced pages caused by copying of this report by others.

13) Unless noted, any structure(s) is assumed by the appraiser to have been constructed in accordance with applicable building code requirements. Any use of the structure(s) is assumed to be in conformance with applicable zoning ordinances, unless otherwise noted in the appraisal. The appraiser has undertaken no specific investigation of these issues. It is recommended that the client secure appropriate legal opinions if these issues pose any concern.

14) The liability of Wright Appraisals Inc. and its employees is limited to the client only and to the fee actually received by the appraiser (total per appraisal). Further, Wright Appraisals assumes no obligation, liability, or accountability to any third party. The client agrees to hold Wright Appraisals Inc. and its employees harmless in the event of lawsuit brought by any other party. If this report is placed in the hands of anyone other than the client, the client shall make such a party aware of all the assumptions and limiting conditions of the assignment. The appraiser is in no way responsible for costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. The client also agrees that in case of a lawsuit arising from or in any way involving this appraisal assignment (brought by lender, partner or part owner in any form of ownership, tenancy or any other party), the client will hold the appraiser harmless from and against any liability, loss, cost or expense incurred or suffered by the appraiser is such action, regardless of its outcome.

15) The appraisers cannot be held responsible for unforeseeable events that alter market conditions prior to the effective date of any perspective value or any time after the date of the report.

16) No Archeological, Ecological or Plant studies were provided to the appraiser. The existence of endangered species (plant or animal) or the existence of historical or archeological sites may affect the use and the value of the land. No obvious evidence was found in the preparation of the appraisal, but the appraiser is not an expert in these fields. The client should consult with such experts if there are any concerns in this matter.

17) The valuation assumes professional and prudent management of the property and there are no encroachments, zoning or restrictive violations of the subject.

18) The appraisers have not prepared an appraisal on the subject property in the last 3 years.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

HYPOTHETICAL CONDITIONS: USPAP defines a hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist, as of the effective date of the assignment results, but is used for the purpose of analysis". Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. This analysis was developed under the following hypothetical condition: None.

EXTRAORDINARY ASSUMPTIONS: USPAP defines an extraordinary assumption to be "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusions". Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. This analysis was developed with the following extraordinary assumptions:

- There were no inspection reports provided and it is assumed there are no major structural or other issues that have not been disclosed. Property condition was based on visual observation only.
- It is noted that on the date of inspection there was an area of water damage from a roof leak that the owner stated would be repaired prior to sale. This valuation assumes the leak and sheetrock have been repaired.

These extraordinary assumptions are an integral premise upon which the conclusions in this report are based. If these assumptions are later found to be different, or untrue then this report's conclusions may change, and we reserve the right to review and amend this report including our final estimate of value if necessary.

SUBJECT PROPERTY IDENTIFICATION

The subject address is 17301 Fiske Road, Greeley Hill, Mariposa County, California. The subject is also identified as Mariposa County Assessor's Parcel Numbers 004-200-021 & 022. The appraisal is of the real property only does not include any personal property. The property has historically been utilized as office/retail space, then was converted to a charter school in 2012/2013 and occupied until the school moved locations in 2019. The building has remained vacant since that time.

INTENDED USER/INTENDED USE

The client and intended users are identified as Mariposa County Health & Human Services. The purpose of this appraisal is to estimate the fee simple market value of the subject property as of June 6, 2023 for potential purchase. The appraisal may not be used for any other purpose and the appraiser is not responsible for any unauthorized use of the report.

DEFINITION OF VALUE

The appraisal is for the leased fee interest in said property. The appraisal is for the leased fee interest in said property. Market value is defined as:[1]

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

[1]The definition of market value was taken from the Department of the Treasury, Office of the Comptroller of the Currency, 12CFR Part 34, dated August 24, 1990 (Section 34.42 Definitions) and The Dictionary of Real Estate Appraisal 4th edition 2002.

DEFINITION OF FEE SIMPLE ESTATE OR INTEREST:

Fee simple estate is the absolute ownership unencumbered by any other interest or estate subject only to the four powers of government[2]. The four governmental powers include eminent domain, escheat, police power, and taxation.

DEFINITION OF MARKET RENT

The rental income that a property would most probably command in the open market; indicated by current rents paid and asked for comparable space as of the data of the appraisal.

gross lease. A lease in which the lessor is obligated to pay all or most property charges, e.g., real estate taxes, insurance, structural repairs.

net lease. A lease in which the lessee pays all property charges, e.g., taxes, insurance, assessments, maintenance, in addition to the stipulated rent.

OWNER OF RECORD

The owner of record for the subject property as shown in the Mariposa County Assessor's Office is as follows: **John & Sandra Stone**

[2]The Dictionary of Real Estate Appraisal, 2nd Edition, by American Institute of Real Estate Appraisers, 1989.

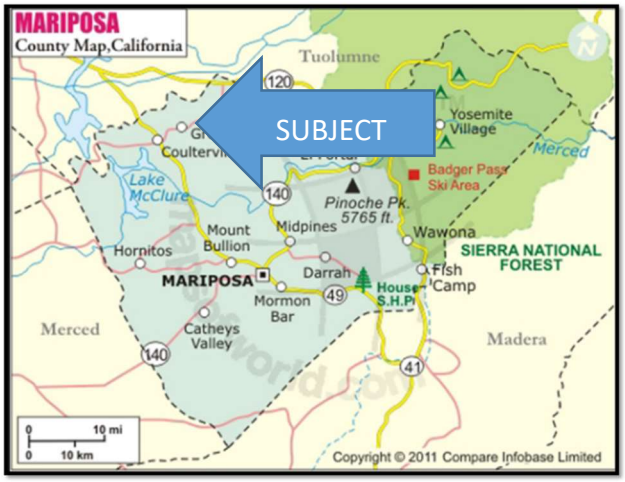
SCOPE OF WORK

The client has engaged the appraisers to perform an Appraisal as defined in USPAP of the commercial building located at 17301 Fiske Road, Greeley Hill, Mariposa County, California.

- The property was visited on June 6, 2023 with an interior and exterior viewing of the improvements by Sara Lockhart and the owner Mr. John Stone.
- Included in the identification of the subject and its characteristics were property data such as size, location, quality, and zoning. A Preliminary Report was not provided.
- Client provided information regarding the subject building details, building plans from the 2012-2013 remodel and other property specific data.
- Data on market conditions, and supply and demand was gathered from data sources of local MLS's, local realtors, the Assessor's Office, CoStar, and discussions with market participants, as well as from published market reports. The data is used to consider the highest and best use of the subject property and to arrive at an opinion of market value.
- Both the sales comparison and income approaches were fully developed in this report and the results are shown in the following pages.
- Interviews were conducted during verification of sales and rents regarding the specialty property market and marketability and value of these properties.

AREA DESCRIPTION

The subject property is located in the Northern portion of Mariposa County in the community of Greeley Hill, just east of Coulterville. The town of Mariposa is located approximately 20 miles south of the subject; however, drive distance is 33 miles with an estimated time of 54 minutes. Groveland is located 10 miles north with a driving distance of 16 miles and a 27-minute commute. These areas are the nearest town with significant goods and services, including grocery, pharmacy etc.



Yosemite National Park is approximately 30 miles west of Greeley hill and is a main tourist attraction throughout the year for both locals and national and foreign travelers. State Highways 49, 120 and 140 are major thoroughfares through Mariposa County. Mariposa County consists of 931,000 acres (1,455 square miles) +/-. It is bordered on the west by Merced County, on the south by Madera County, the north by Tuolumne County and on the east by Mono County. Within its borders are parts of Yosemite National Park.

Nearly 4 million people visit Mariposa County each year. This is due in large part to the location of Yosemite National Park within Mariposa County. In addition to Yosemite, Mariposa County offers many other outdoor and nature related activities including hiking, rafting, bicycling, skiing, gold panning, rock climbing and fishing.

Yosemite National Park lies in the east end of the County and is the mainstay of tourist business for the County. Mariposa is heavily dependent on Yosemite traffic and suffers whenever the park or Highway 140 is closed down. Mariposa County remains a relatively undeveloped environment dominated by the natural beauty of majestic mountains and rolling foothill grasslands. The rural quality of life and four mild seasons attract many self-employed, semi-retired and retired professionals who seek to escape the congestion of urban settings.

According to the 2010 US Census, Mariposa County's population in was 18,250. The 2019 estimate was slightly lower at 17,203.

Year	Average Price	Median	Sales	Ave. DOM	% Change
2016	$269,959		230	95	
2017	$301,708		201	39	11.8%
2018	$318,150		191	47	5.5%
2019	$343,529		188	55	8.0%
2020	$394,517		242	83	14.8%
2021	$483,400		240	41	22.5%
2022	$496,636		208	45	2.7%
2023	$395,892	$384,500	66	67	-20.3%

Mariposa County welcomes new residents with lenient Home Enterprise and Rural Home Industry zoning laws. Mariposa County offers a lower cost of living than most California counties. The County of Mariposa has no incorporated cities and is governed by a five-member board of supervisors acting as the legislative body. Regional shopping is in Merced, 40 minutes west, or Oakhurst, 35 minutes east of the town of Mariposa.

There were 208 residential sales in Mariposa in 2022, with an average sales price of $496,636. The prior 2021 year yielded 240 sales of residential properties, with an average home price of $483,400. The average home price has increased steadily over the past five+ years, with total home sales numbers remaining fairly stable between 190 and 240 sales annually. It is noted that 2021 appears to have been the post-COVID peak as the number thus far for the first half of 2023 show a slowing of the market and lower average price.

Mariposa County as well as other foothill counties of Calaveras and Tuolumne, saw a significant increase in buyers and an increase in sales prices post the 2020 COVID pandemic era, due to buyers from more populated areas of the state looking to relocate to the foothills, or purchase second homes in more rural areas. The area is a prime location for buyers from larger cities to the west to purchase rural homes and ranches for vacation or retirement purposes. Although demand and prices have fallen overall, quality properties continue to remain in demand.

The town of Mariposa is the county seat, and has all community services available including schools, parks, fire and county sheriff protection, a hospital, and post offices. The Mariposa Public Utility District supplies water and Sewer to the town of Mariposa, and Pacific Gas and Electric Company provide electricity. Sierra Telephone Company provides primary telephone.

Employment

Transient services remain Mariposa County's largest employment sector and accounts for approximately 32% of total employment and generating most of the income and employment in the county. This services sector encompasses all tourist related businesses and services. Government employment is the second largest employer with approximately 22% of the county's wage and salary workers.

The remaining employment in the county consists of wholesale and retail trade (16%), construction and mining, manufacturing, transportation, public utilities, finance, insurance, real estate, and agriculture. Due to this highly seasonal job market, unemployment rates are regularly higher in the winter months and mush lower in summer tourist months. The overall average for the year is presented in the chart at right.

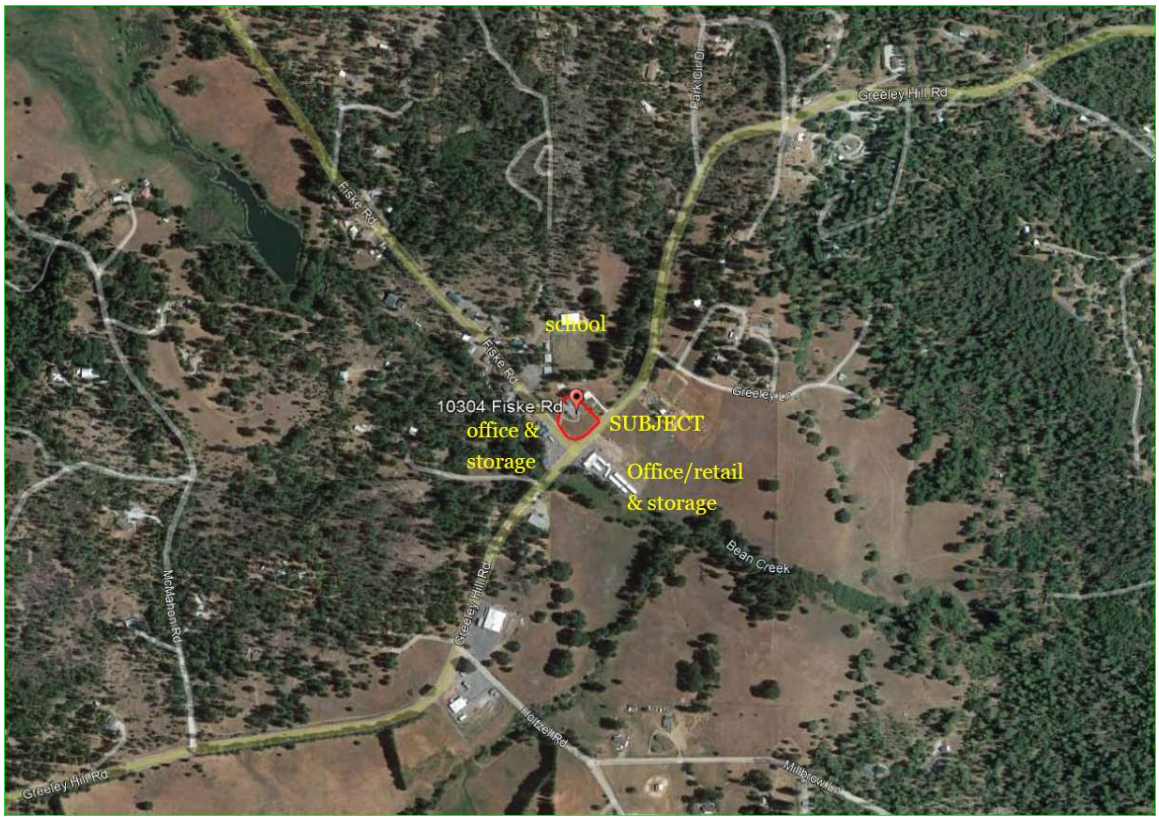
Year	Unemployment Rate
2016	6.9%
2017	5.9%
2018	5.4%
2019	4.6%
2020	8.4%
2021	8.1%
2022	4.5%
2023*	4.5%

According to the EDD and the U.S. Bureau of Labor Statistics, as of May 2023, Mariposa County unemployment rate was at 4.5% just coming into the busy tourist season. The unemployment peak was seen in April 2020 at 18.2% when nation-wide shut-downs of non-essential businesses were at the highest level.

Overall, the economic conditions in Mariposa County closely follows the economics of Yosemite National Park and other related entities. The area is attractive as a retirement option and vacation property location, and interest in the area continues to remain strong.

NEIGHBORHOOD

The community of Greeley Hill is a small rural community with limited population and services. The community is located along a hilltop just east of Coulterville. The immediate area is a mix of open native grassland with seasonal and year-round creeks, and forested lands. Greeley Hill sits at an elevation of approximately 3,200 feet and will get significant snow during some weeks of the winter. The subject property is located at the intersection of Fiske Road, and Greeley Hill Road. This intersection consists of some small commercial properties consisting of the subject, a small office and storage across Fiske Road and another small strip center and storage units across Greeley Hill Road. There is a small school located to the north of the subject as well. There is another small commercial area just west of the subject containing a gas station and hardware store. The majority of properties, however, are rural residential or vacant land.



THE SUBJECT PROPERTY

The subject property as appraised consists of two contiguous parcels containing a total of 0.94 acres. The current improvements, driveway and septic field fully utilize the total site area.

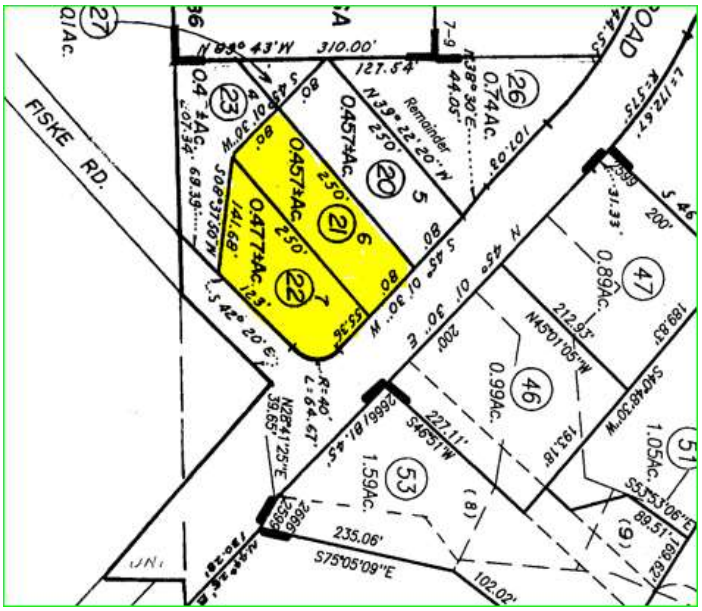




Looking at the subject from Greeley Hill Road & Fiske Road intersection

SUBJECT LAND

The subject contains two contiguous legal parcels containing a total of 0.94 acres. The property is fully developed to building, parking and septic field. The parcels are located that the northeast intersection of Fiske Road and Greeley Hill Road in central Greeley Hill. The assessor map below shows the parcels highlighted in yellow.



Parcel Number	Size	Zoning	Improved
004-200-021	0.47	TPA	Yes – 4,170 SF office/retail building, parking
004-200-022	0.47	TPA	Yes – driveway, parking partial septic field – no buildings

ACCESS

The subject is accessed off Fiske Road which extends north from Greeley Hill Road. Fiske Road is a paved 2-lane county-maintained roadway that extends north, ultimately ending at the intersection with Highway 120 between Big Oak Flat and Groveland to the north. Greeley Hill Road fronts the southern boundary of the subject and extends west to Coulterville and Highway 49, and east and north, changing to Smith Station Road and ending at Highway 120 east of Groveland. The subject property is easily accessible from both existing roads.



Fiske Road looking north, property on right



Fiske Road looking south toward Greeley Hill Rd.



Greeley Hill Road looking east



Greeley Hill Road looking west

Easements, Deed Restrictions, Other

There was no title report provided for this property. We assume standard utility and roadway easements are in place. There are no other known easements through the property. There are no known detrimental easements or deed restrictions.

Fault-Rupture Hazard Zone

According to Special Publication 42 of the California Department of Conservation, Division of Mines and Geology, revised edition, 1997, entitled Fault-Rupture Hazard Zones in California, the subject property is not located within a Special Studies Zone, as defined in the Alquist-Priolo Earthquake Fault Zoning Act. The County of Mariposa has no active faults and is in the Alquist-Priolo Zone 3.

Soil Conditions

Soil conditions are typical for the area and elevation, and no drainage problems were noted. The soils are well drained and typical Sierra Foothill locations.

TOPOGRAPHY

The subject property overall is generally level in the northern portion where the building sits, sloping in a south and westerly direction to the road below. The building sits on a level area, as does some of the parking. There is a second lower-level parking area cut into the hillside, with the remainder being open sloping septic field.

ENVIRONMENTAL

There are no known environmental issues that affect the subject property. Any potentially hazardous materials, which may be used in the construction or maintenance of the subject property or may be present on the site, such as urea-formaldehyde foam insulation, asbestos, radon or other toxic waste, were not detected during the course of this appraisal. This does not in any way rule out the presence of such substances, as this Appraiser is not qualified to detect them. As the existence of any potentially hazardous material may affect the value of the subject, I urge the client to retain an expert to inspect the property if there is any question. If toxic wastes, hazardous material or undesirable substances are found in or on the property, then the cost of their removal must be deducted from the final value as reported in this appraisal.

FLOOD ZONE



The subject is located in flood Zone D. This zoned is in areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk. F.E.M.A. MAP Community Panel #06109C1525C dated April 16, 2009, and panel 06043C0300C dated September 25, 2009. The subject sits on a hilltop and is not positions to be subject to flooding.

ZONING

The subject is zoned Mariposa County TPA – Town Planning Area. Throughout the county of Mariposa, eleven (11) areas have been designated as Town Planning Areas (TPAs). These TPAs may provide basic services, public water and sewer systems; are the centers for industrial and commercial activity, and population concentration. Greeley Hill is designated as one of these eleven areas.

Development standards for the TPAs shall be established in the specific plans. Within areas designated as a TPA where specific land use policies have been developed, or other areas affected by adopted specific plans, approval of all building permits, site plans, development agreements, conditional use permits and subdivisions shall be consistent with those adopted specific plans. This title shall remain in effect in the TPAs until such time as precise zoning regulations and zones are adopted to implements those plans. In instances where there is a conflict between zoning standards and a specific plan, the specific plan standards shall govern.

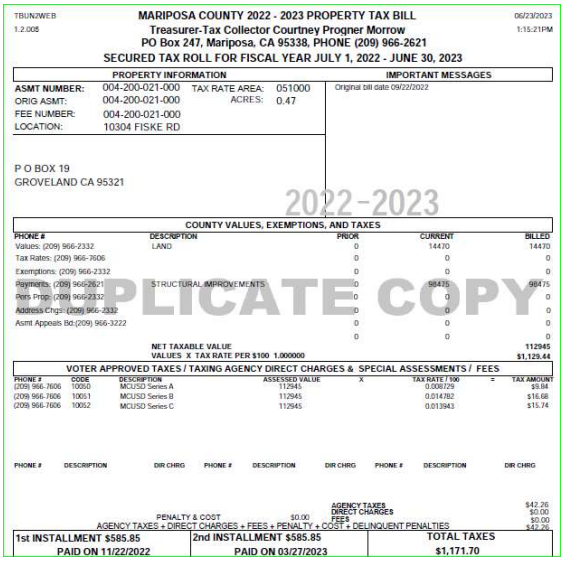
Land use policies for TPAs. Within areas designated as a TPA where specific land use policies have not been developed in accordance with the provisions of Section 17.12.010, the land use regulations of the Rural Residential Zone (RRZ) contained in Chapter 17.16 shall apply as interim land use regulations. In addition to the RRZ uses, the uses described as permitted uses in Neighborhood Commercial Zone (INDOOR) CN-1 (CN-1) contained in Chapter 17.76 and in Neighborhood Commercial (INDOOR AND OUTDOOR) CN-2 (CN-2) contained in Chapter 17.80 will be considered subject to the use permit determination process contained in Chapter 17.116. The uses described as permitted uses in the Resort Commercial Zone (CR) contained in Chapter 17.96 may be considered subject to the conditional use permit process specified in Chapter 17.112. This interim land use policy shall remain in effect until such time as specific land use policies are adopted for each TPA respectively.

Parcels shall have a minimum size of two and one-half (2 1/2) acres (exclusive of easement) if the domestic water system and the sewage disposal system is to be developed on the parcel. If a community water system or a community sewage disposal system is to be developed, then one (1) acre parcels (exclusive of easements), may be approved providing the average slope does not exceed fifteen percent (15%). The burden is upon the applicant to show that such system meets the laws and standards of the state and the county. *The subject property is smaller than the minimum size for a property with a septic field, but the property was existing prior to the zoning taking effect, and is grandfathered in.*

TAXES AND BONDS

The subject property is assessed through the Mariposa County Assessor's Office. The assessed value is based on California's Prop. 13 law that limits reassessment only at the time of change in ownership. The subject has historically been operated as a charter school, and office/retail property. The current assessed values and taxes are shown below.

Parcel Number	Assessed Value	Real Estate Taxes
004-200-021	$112,945	$1,171.70
004-200-022	$17,350	$173.50



TBUNZWEB 06/23/2023
1.2.005 1:15:21PM

MARIPOSA COUNTY 2022 - 2023 PROPERTY TAX BILL
Treasurer-Tax Collector Courtney Progner Morrow
PO Box 247, Mariposa, CA 95338, PHONE (209) 966-2621
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

PROPERTY INFORMATION | IMPORTANT MESSAGES

ASMT NUMBER: 004-200-021-000 TAX RATE AREA: 051000
ORIG ASMT: 004-200-021-000 ACRES: 0.47
FEE NUMBER: 004-200-021-000
LOCATION: 10304 FISKE RD

Original bill date 09/27/2022

P O BOX 19
GROVELAND CA 95321

2022-2023

COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
Values: (209) 966-2332	LAND	0	14470	14470
Tax Rates: (209) 966-7606		0	0	0
Exemptions: (209) 966-2332		0	0	0
Payments: (209) 966-2621	STRUCTURAL IMPROVEMENTS	0	98475	98475
Pers Prop: (209) 966-2332		0	0	0
Address Chgs: (209) 966-2332		0	0	0
Asmt Appeals Bd:(209) 966-3222		0	0	0
		0	0	0
	NET TAXABLE VALUE			112945
	VALUES X TAX RATE PER $100 1.000000			$1,129.44

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES

PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT
(209) 966-7606	10050	MCUSD Series A	112945		0.008729		$9.84
(209) 966-7606	10051	MCUSD Series B	112945		0.014782		$16.68
(209) 966-7606	10052	MCUSD Series C	112945		0.013943		$15.74

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG

AGENCY TAXES		$42.26
DIRECT CHARGES		$0.00
FEES		$0.00
PENALTY & COST	$0.00	$42.26
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES		

1st INSTALLMENT $585.85	2nd INSTALLMENT $585.85	TOTAL TAXES
PAID ON 11/22/2022	PAID ON 03/27/2023	$1,171.70



TBUNZWEB 06/23/2023
1.2.005 1:15:41PM

MARIPOSA COUNTY 2022 - 2023 PROPERTY TAX BILL
Treasurer-Tax Collector Courtney Progner Morrow
PO Box 247, Mariposa, CA 95338, PHONE (209) 966-2621
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

PROPERTY INFORMATION | IMPORTANT MESSAGES

ASMT NUMBER: 004-200-022-000 TAX RATE AREA: 051000
ORIG ASMT: 004-200-022-000 ACRES: 0.47
FEE NUMBER: 004-200-022-000
LOCATION: .47A *UNASSIGNED*

Original bill date 09/22/2022

P O BOX 19
GROVELAND CA 95321

2022-2023

COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
Values: (209) 966-2332	LAND	0	14470	14470
Tax Rates: (209) 966-7606		0	0	0
Exemptions: (209) 966-2332		0	0	0
Payments: (209) 966-2621	STRUCTURAL IMPROVEMENTS	0	2880	2880
Pers Prop: (209) 966-2332		0	0	0
Address Chgs: (209) 966-2332		0	0	0
Asmt Appeals Bd:(209) 966-3222		0	0	0
		0	0	0
	NET TAXABLE VALUE			17350
	VALUES X TAX RATE PER $100 1.000000			$173.50

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES

PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT
(209) 966-7606	10050	MCUSD Series A	17350		0.008729		$1.50
(209) 966-7606	10051	MCUSD Series B	17350		0.014782		$2.56
(209) 966-7606	10052	MCUSD Series C	17350		0.013943		$2.40

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG

AGENCY TAXES		$6.46
DIRECT CHARGES		$0.00
FEES		$0.00
PENALTY & COST	$0.00	$6.46
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES		

1st INSTALLMENT $89.98	2nd INSTALLMENT $89.98	TOTAL TAXES
PAID ON 11/22/2022	PAID ON 03/27/2023	$179.96

UTILITIES

The subject property is a rural property where water and sewer services are not available. The property has a well for water and an engineered septic system for sewage disposal that is approximately 10 years old. PG&E supplies electric service to the area with poles all along Fiske Road and Greeley Hill Road. The building has four separate meters, in order to accommodate a potential four separate tenants. Natural gas is not available in Mariposa County and private liquid propane gas is common.

SALES HISTORY

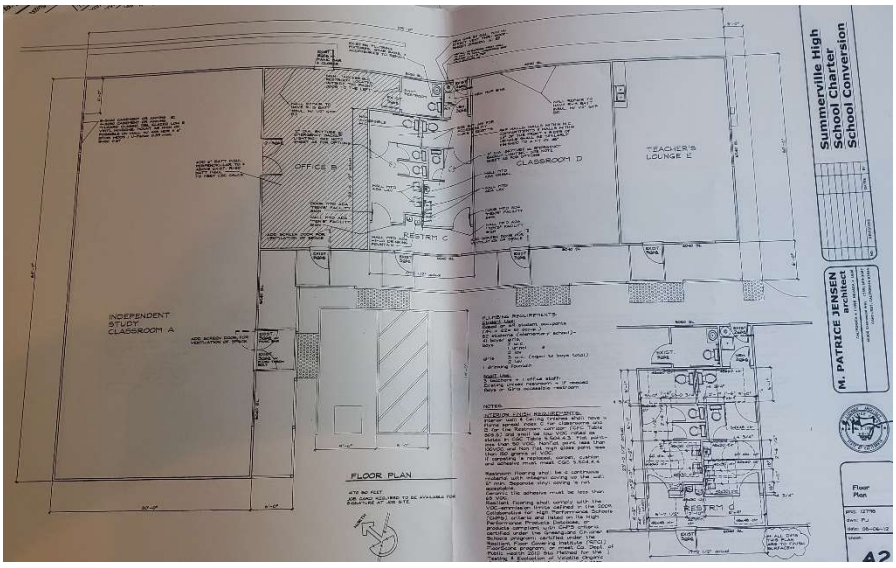
There have been no sales of the subject or any portions thereof in the immediate 3 years prior to the effective date. The subject property is not currently listed for sale. The purpose of this report is to determine market value for a potential purchase by Mariposa County Health and Human Services, however, there is no contract, and the appraised value will assist in determining purchase price. The owner was approached directly regarding selling the property and it weas never formally listed.

SUBJECT BUILDING



BUILDING SUMMARY

The subject property is a 4,170 square foot building that was original constructed for multi-tenant office-retail space. In 2012 the building was remodeled to accommodate a charter school, and one suite was converted to a men's and women's restroom. Although no longer occupied by the charter school, the building configuration remains the same and the plans below are the best depiction of the current layout. Suite 1 is a large open suite with a temporary wall dividing the space. Suite 2 has exterior access as well as access into Suite 1. Suite 3 was converted to a men's and women's restroom. Suites 4 & 5 are individual suites with exterior access only.



PHOTOS



Building Front



Building Rear – adjacent parcel improvements to the immediate right.



Building rear – alternate view



North side



Suite 1 front space



Suite 1 rear space



Suite 2



Suite 2 private restroom





Suite 3 – converted to men's and women's restrooms – one common entry to two private restroom spaces



Suite 4 – open space with a sink



Suite 5 – open space

Site Improvements



Paved parking area



Paved circular driveway off Fiske Road



Well house and pump

BUILDING DETAILS

The subject building is wood frame construction on a concrete slab. The exterior walls are painted T-111 siding, and the roof is metal. The building was reconfigured in 2012 and all classrooms have commercial carpet with restrooms having tiles floors.

Unit	*Size in SF*	*Interior Walls/Ceiling*	*Lighting & Heat/Air*	*Floor Coverings*	*Detail*
Suite 1	1,920	Painted sheetrock walls and ceiling. Currently has a temporary wall separating the suite into two spaces	OH fluorescent lights; gas furnace in rear, wall heater in front	Commercial carpet	Large unit with exterior access and access to Suite 2
Suite 2	558	Painted sheetrock walls and ceiling	OH fluorescent lights; no heat or air	Commercial carpet	Private single restroom at the rear, front and rear exterior access
Suite 3 Restrooms	432	Painted sheetrock and vinyl wainscot	OH fluorescent	Tile	Men's; 2 stalls, 1 urinal, 2 sinks Women's: 3 stalls, 2 sinks
Suite 4	660	Painted sheetrock walls and ceiling	OH fluorescent; wall heat, no AC	Vinyl tile	Open unit with a sink
Suite 5	540	Painted sheetrock walls and ceiling	OH fluorescent; wall heat, wall AC evaporative cooler	Commercial carpet	Basic open unit

SITE IMPROVEMENTS

The property has limited site improvements. There is a retaining wall at the rear of the property separating the subject from the parcel to the east. There is a paved circular driveway and paved parking area with 10-20 spaces. The configuration as a school had a drop off area that will be converted back into parking spaces. The vacant hillside along the southeastern portion of the property is utilized for the subject septic field and is not excess land that could be separately developed. The subject site is fully developed with building, parking and drives and septic field.

HIGHEST AND BEST USE

The term "Highest and Best Use" as used in this report is defined as follows:
"That use from among reasonably, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value."

The above definition applies specifically to the highest and best use of land or sites as though vacant. When a site contains improvements, the highest and best use may be determined to be difference from the existing use. The existing use will continue unless and until land value in its highest and best use exceeds the sum of the value of the entire property in its existing use and the cost to remove the improvements. [3]

In determination of optimum utilization of the subject site, it is generally accepted that the most probable use of the property must meet the conditions of legality of use, physical possibility, financial feasibility, and the use that provides the highest rate of return of value.

Legally Permissible

In determining the subject's Highest and Best Use the legally permissible uses are the first factors considered. The subject is zoned TPA which is a designation applied by the County of Mariposa to smaller rural communities in order to facilitate development of goods and services. The TPA zoning is the central area for commercial and industrial development and goods and services. The subject is located at the main intersection in Greeley Hill and is a prime location for development of goods and services for the community.

[3] American Institute of Real Estate Appraisers; The Appraisal of Real Estate, 8th ed. [Chicago: American Institute of Real Estate Appraisers, 1983], p. 244.

Physically Possible

The total site is 0.94 acres. Although the zoning code requires a minimum of 2.5 acres for a septic reliant development, the buildings was in place prior to zoning implementation and is grandfathered in. The site is open and cleared of all trees and brush. The overall site slopes from northeast to southwest and sits above road grade, however the topography does not impede development. The current building is located on the generally level portion of the property in the northeast corner. The parking is two-levels accommodating the hillside, and the driveway is an upsloping drive. Although some consideration is required for the sloping site, the property is not considered to have physical limitations restricting development.

Financially Feasible & Maximal Productivity

In this analysis we look at the financial feasibility of physically possible and legally permissible uses. The TPZ zoning and subject site size are not significantly limiting to any of the allowable uses. The zoning is intended to facilitate development of locations for goods and services that would benefit the rural community. Although the population of Greeley Hill is just 927 persons (2020 census), basic goods and services are still required. Located just across Greeley Hill Road is a 5-unit strip center which is occupied by a laundromat, real estate office, stylist, and a café, with a small mini storage behind. This center has one vacancy. There is additional commercial space located across Fiske Road from the subject that is owned by the same owner as the subject, but is not currently occupied. As evidenced by the subject historic vacancy and surrounding vacancies, there is limited demand for commercial facilities due to the low population and location on a non-main thoroughfare. However, the prime location within the community of Greeley Hill, would make this a good location for future commercial occupancy compared to other areas within the community.

Highest and Best Use "As Vacant"

The Highest and Best Use of the subject as though vacant is to hold for future development to commercial space that would serve the rural Greeley Hill community as demand dictates.

Highest and Best Use "As Improved"

The Highest and Best Use as improved is for continued use as office/retail space with the potential for owner occupancy or multi-tenant occupancy as demand dictates.

VALUATION METHODOLOGY

There are three generally accepted approaches available in the valuation of real property; the Cost, Income, and Sales Comparison Approaches. In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality of information available.

The final estimate of value considers the result of each approach used in this report. If more than one approach has been found applicable to the subject property, a correlation of indicated values will be performed to establish a final value. The sales comparison and cost approaches are generally both very applicable to this special use property type in this type of location. There were adequate recent sales of similar rural office and retail properties in order to fully develop the Sales Comparison approach. There were adequate rental rates from the immediate market area from which to develop a market rental rate. Capitalization rates for leased rural commercial properties were less common; however, data was available in order to develop the approach. The cost approach was not considered to be applicable or necessary to developing a reliable opinion of value. The building and site improvements are older, and estimating depreciation on an older building with remodeling is less reliable that for a newer building. Additionally, there are no recent land sales that would be considered competing lots to develop a land value for the subject TPA zoned parcels.

SALES COMPARISON APPROACH

DEFINITION: "That approach in appraisal analysis which is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility".[1]

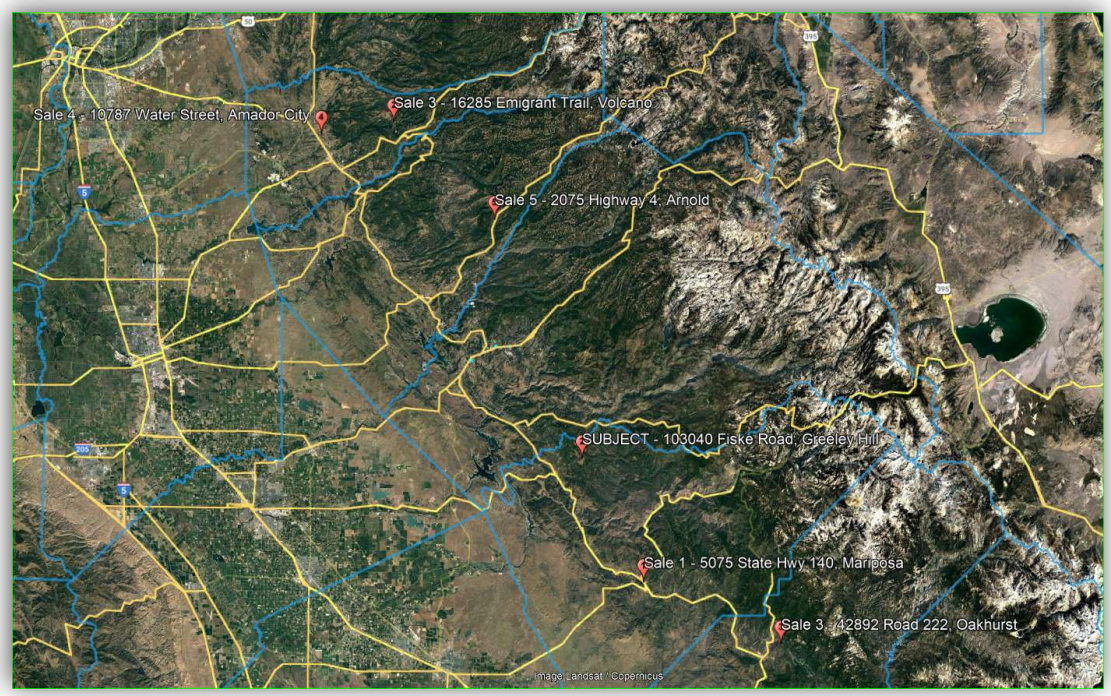
The Sales Comparison Approach to value utilizes sales of properties considered comparable or similar in specific attributes that contribute to value, adjusted for differences, in order to provide an indication of value for the subject property. This can be done for both land and improved properties, utilizing a unit of comparison such as price per square foot, price/unit, gross or net rent multipliers. Adjustments are applied to the unit of comparison from the comparable sales, and the unit of comparison chosen for the subject is then used to yield a total value.

1(American Institute of Real Estate Appraisers and Society of Real Estate Appraisers Real Estate Appraisal Terminology, 1975.)

SALES DISCUSSION

The search for comparable sales utilized local and regional MLS databases, as well as appraiser files in order to find sufficient rural commercial sales. There are too few properties within the Greeley Hill/Coulterville market from which to derive sales. The search included similar communities with rural locations and small population counts from multiple Sierra Foothill towns. The sales that were considered most similar in location and use are shown below. These sales are described and analyzed in the following section.

Sale	Address	City	Date of Sale	Sale Price	GBA	NRA	$/Gross SF	$/Rentable SF
	10304 Fiske Road	Greeley Hill			4,170	4,170		
1	5075 State Highway 140	Mariposa	6/5/2020	$659,000	5,984	5,984	$110.13	$110.13
2	16285 Emigrant Street	Volcano	12/22/2020	$275,000	2,000	2,000	$137.50	$137.50
3	41892 Road 222	Oakhurst	4/15/2022	$549,000	5,222	4,600	$105.13	$119.35
4	10787 Water Street	Amador City	8/30/2022	$495,000	4,946	4,946	$100.08	$100.08
5	2075 Highway 4	Arnold	9/2/2022	$629,000	4,330	4,330	$145.27	$145.27







Sale 1 – This is the June 2020 sale of a 7-unit commercial building located along Highway 140 in Mariposa. The property had 6 units occupied and 1 unit vacant at the time of sale. The property had received recent updats including a new roof and gutters, partial new siding and windows, and new asphalt parking. The building was constructed in 1976 and was in good condition. Highway 140/Highway 49 is the main thoroughfare through Mariposa and is a highly traveled roadway. The property has entrance and frontage off two rods and is well located near a crosswalk. The building is two stories with the front two units having excellent visibility along the highway and the lower level units having access and visibility off the side street. Income and expense information was provided and the indicated cap rate for this sale was 4.8%.



Sale 2 – This is the December 2020 sale of a church building located in the rural community of Volcano in Amador County. This builing was vacant at sale and was marketed for any use including church, residential or other uses. The church was built in 1908 and included the main open sanctuary, a restroom and loft area and adjacent vacant parcel for parking.Thisa was a cash sale with multiple offers. The buyer fully rennovated the property nad converted it to a high-end AIR B&B that is fully operating as of the date of this appraisal.





Sale 3 – This is the August 2021 sale of a 5,222 gross square foot mixed use commercial and residentail property located on Road 222 outside of Oakhurst, on the way to Bass Lake. This property has three buildings; the front building is a 1,500 square foot retail space, and the rear building is a 1,600 square foot shop with three overhead doors. There is also boat rental space, but these are not permanent structures, and are not considered real estate. The sale also included 1,500 square foot home. An out of area investor purchased the property.



Sale 4 – This is the August 2022 sale of a historivc multi-tenant building locate din the community of Amador City in Amador County. The building is two stories and contains 4,946 gross square feet. The property has two retail spaces, a storage/garage area and a two-bedroom apartment. The property was fully leased at the time of sale with a gross rent of $2,486 per month. Tenants included the U.S. Post Office with 3 years remaining on their lease, Bellflower shop which also utilized the side yard area for garden display, and a resident n the upper level apartment. This was a cash purchase at asking price.





Sale 5 – This is the September 2022 sale of a multi-tenant building located off State Highway 4 in Arnold. This building has 3,490 square feet of office space and 840 square feet of retail space. The building was fully occupied at sale, but lease information was not available. This property is good quality construction and was in good condition at the time of sale. The property has visibility and access from Highway 4 and Arnold received good traffic counts as it sits on Highway 4 between the valley and Bear Valley ski resort. The purchase was a cash offer with the selling price below asking price to accommodate some repairs. The property was on the market for approximately 5 months.

COMPARISON REMARKS

The five properties utilized were selected from the larger Sierra Foothill market area from sales located is small population areas. In these small rural markets, properties often have mixed uses and can be utilized for a number of tenant occupancies. The comparisons of the sales to the subject property are contained within the following table.

After adjustments are made for significant differences between the sales and the subject, an indicated range of values per unit of comparison is produced. The market value is then concluded from within this range indicated by the adjusted sales, giving most weight to those properties considered most similar to the subject property.

ADJUSTMENT GRID & DISCUSSION OF ADJUSTMENTS

Comparable Adjustment Grid

	Subject			Sale 1			Sale 2			Sale 3			Sale 4			Sale 5		
Location	10304 Fiske Road			5075 State Highway 140			16285 Emigrant Street			41892 Road 222			10787 Water Street			2075 Highway 4		
City	Greeley Hill			Mariposa			Volcano			Oakhurst			Amador City			Arnold		
Sale Date			Jun-23			Jun-20			Dec-20			Apr-22			Aug-22			Sep-22
Sales Price			$0			$659,000			$275,000			$549,000			$495,000			$629,000
Sales Price/NRA						$110.13			$137.50			$119.35			$100.08			$145.27
Adjustments	Cause	%	Adjustment	Cause	%	Adjustment	Cause	%	Adjustment	Cause	%	Adjustment	Cause	%	Adjustment	Cause	%	Adjustment
Time			$ -		10%	$ 11.01		10%	$ 13.75		0%	$ -		0%	$ -		0%	$ -
Conditions of Sale			$ -		0%	$ -		0%	$ -		0%	$ -		0%	$ -		0%	$ -
Adjusted Sales Price/SF			***$ -***			***$121.14***			***$151.25***			***$119.35***			***$100.08***			***$145.27***
Building Size	4,170		-	5,984	0%	$ -	2,000	-20%	$ (30.25)	4,600	0%	$ -	4,946	0%	$ -	4,330	0%	$ -
Location/Access	Ave		-	Good	-10%	$ (12.11)	Ave	0%	$ -	Ave	0%	$ -	Ave	0%	$ -	Good	-10%	$ (14.53)
Effective age/condition	EA 20/Ave		-	EA 20/Ave	0%	$ -	EA 20/Ave	0%	$ -	EA 20/Ave	0%	$ -	Ea 50/Ave	30%	$ 30.02	EA 10/Good	-10%	$ (14.53)
Occupancy at Sale	0%		-	86%	0%	$ -	0%	0%	$ -	0%	0%	$ -	100%	0%	$ -	100%	0%	$ -
Total Net Adjustments		-	-		***-10%***	***$ (12.11)***		***-20%***	***$ (30.25)***		***0%***	***$ -***		***30%***	***$ 30.02***		***-20%***	***$ (29.05)***
Indicated Value			-			***$109.03***			***$121.00***			***$119.35***			***$130.11***			***$116.21***

Market conditions and conditions of sale are considered the first adjustments to be made. All closed sales were arm's length sales at market terms and no adjustments were necessary. The data presented includes two 2020 sale and three 2022 sales. Market conditions improved overall for the foothill area from 2020 through 2022. 2023 remains to be fully realized, but thus far, the number of transactions has declined sharply. There are such limited sales numbers thus far in 2023, that determining if sales prices are dropping overall, is difficult to support. It does appear that the market has peaked across residential properties and land values and it is assumed that we have seen the peak for commercial properties as well. There was no support for a declining market adjustment from the 2022 sale to current; however, the market has definitely stagnated. The 2020 sales are adjusted upward while the 2022 sales are considered similar in market conditions.

Location is a primary factor for any commercial property. These smaller rural communities require some basic goods and services and as long as the market is not saturated, there should be good demand for small commercial properties. All sales are located in small communities, however, sale 1 is located along a main tourist highway in Mariposa with higher traffic and population count, and is adjusted downward. Sale 5 is also located along a state highway along a tourism corridor and is in a slightly larger population center and is adjusted downward. All other sales are similar in rural location with road frontage along roads other than a State Highway, and are considered similar.

Effective age and building quality are considered next. The subject is an average quality structure that had updating and remodel done in 2012. Interior finishes are basic with some units having heating units and one without. Only two of the units had wall air conditioning. The property overall has been adequately maintained. It is noted that on the date of inspection there was an area of water damage from a roof leak that the owner stated would be repaired prior to sale. Sales 1, 2, and 3 are all considered to be similar overall in effective age and condition. Sale 4 is a historic building constructed in 1908, and the structure, electrical and plumbing are older. The building has been updated, but is overall inferior in effective age and is adjusted upward. Sale 5 was built in 2005 and is in very good condition and is superior in building quality and interior finish and is adjusted downward.

Although some sales were occupied at sale and others were not, there is no adjustment indicated.

The sales presented indicate an unadjusted price per square foot between $100 and $145, with a mean of $122. After adjustments the range of indicate price per square foot is $109 to $130, with a mean of $119 and a weighted mean of $120 per square foot. The weighted mean is relied upon most heavily as it weights the most similar and least adjusted sales most heavily.

Therefore: $120/SF x 4,170 SF = $501,855, rounded to $500,000

INDICATED VALUE BY THE SALES COMPARISON APPROACH

$500,000

INCOME APPROACH

DEFINITION: "That procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. The income approach is widely applied in appraising income-producing properties. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process".[4]

This approach can be computed by two different methods. One is the Direct Capitalization Method wherein the format is to determine the income producing capacity of the property on a stabilized basis by estimating market rent, making deductions for vacancy and collection losses and building expenses, then directly capitalizing the net income at a market derived rate to arrive at an indication of value. The overall capitalization rate in an income rate represents the relationship between net income and value as determined in the market. The other is the Yield Capitalization Method, which uses the discounting procedure to convert future benefits, net cash flows and reversion, to a present value on the premise of a required level of profit or rate of return on invested capital.

Depending upon the property type, and investment qualities of the property, either one or both of these methods may be used in the Income Approach section of the appraisal. The vast majority of the properties that sell in Mariposa County are single tenant or two tenant properties. Buyers typically will occupy the building themselves or manage the building themselves. Interviews with buyers found that the Yield Capitalization Method is not used and not understood by most buyers. It is therefore omitted in this report.

INCOME

The subject is vacant and has been for some time. The previous tenant was a charter school that occupied the space from 2013 to 2019. According to the owner, the school lease began in 2012 with a very low rental rate to get started at $0.50/SF with 3% annual increases. The rental rate included decreased rent in order to get a school established in Greeley Hill. This would equate to a current rate of approximately $0.69/SF if the school had remained.

[4](American Institute of Real Estate Appraisers and Society of Real Estate Appraisers Real Estate Appraisal Terminology, 1975.)

There is a small strip center across the street that has one vacancy of a smaller 800 SF+/- unit. There is another office across the road the is vacant and a shop that is also vacant. To establish market rent, leases of similar buildings in similar locations, were gathered and analyzed. Most leases in this market are modified gross leases, where the owner pays taxes and insurance as well as main systems and exterior maintenance and tenants pay some or all utilities and any common area maintenance if applicable. Leases that include any utilities are adjusted. The search focused on the Greeley Hill market then expanded outward into other rural communities. The chart below summarizes the overall data collected for leased spaces. All leases are recent lease rates and are discussed in the following pages.

Address	City	Monthly Lease	NRA	$/Gross SF	Lease Type	Use
10304 Fiske Road			**4,170**		**Modified**	
6430 Greeley Hill Rd D & E	Greeley Hill	$600	840	$0.71	Modified	retail
6430 Greeley Hill Rd F	Greeley Hill	$300	420	$0.71	Modified	retail
6430 Greeley Hill Rd A & B	Greeley Hill	$1,250	1,608	$0.78	Modified	retail
6423 Greeley Hill Rd	Greeley Hill	$800	800	$1.00	Asking	shop

All of the leases found are modified gross leases with the tenant paying all utilities and the owner paying taxes, insurance and exterior maintenance. The chart below compared the rents gathered to the subject property on a qualitative basis.

Comp	Characteristics	Indicated $/SF (gross NRA)	Overall Comparability
1	Similar location, similar effective age, similar finish	$0.71	Similar
2	Similar location, similar effective age, similar finish	$0.71	Similar
3	Similar location, similar effective age, similar finish	$0.78	Similar
4	Similar location, similar effective age, inferior finish, superior market conditions (asking rent)	$1.00	Sl. Superior

Rents 1-3 are located in a small strip center directly across Greeley Hill Road. An addition was added to the building, adding square footage, but rents were not adjusted, and therefore the overall rate per square foot declined. The strip center owner stated that here has been some demand for the remaining unit, most recently from a small engine repair business, but that the use was not compatible with the adjacent café and other existing businesses.

There is currently fairly high vacancy in Greeley Hill at over 30% overall for commercial space. The property owned by the subject owner across Fiske Road was previously rented at a stated $1.00/SF, but the shop and office space are currently vacant, as is the subject property. According to the subject property owner, current asking rent would be around $1.00. There is a residence rented at $1.10/SF but this is a much different use from the subject and is not considered in the rent grid above. The subject can be utilized in a number of configurations, with the mostly likely use being multi-tenant due to the current separate unit layout.

Considering the data presented above, most weight is placed on the properties located in Greeley Hill directly across from the subject property, in order to most accurately represent the immediate demand and rent tolerance. The building has good visibility access and parking, and has multiple unit size options. I have concluded the reasonable market blended rent for the subject property to be $0.79 per square foot based on the leasing of the property as smaller unit rentals. If the rent were to be applied to the entire gross square footage with one tenant, the rental rate would likely be lower to account for economies of scale. The lease structure would be a modified gross lease similar to the other known leases in the Greeley Hill market. Modified gross leases in this report are defined as leases where the tenant pays all utilities and the landlord pays real estate taxes, insurance and building repairs and maintenance.

EXPENSES

The subject is currently vacant and no current income and expense data was available. The appraisal purpose is to determine market value of the property for a potential purchase for owner occupancy.

VACANCY & COLLECTION LOSS

The strip center across from the subject has one 420 SF unit vacant of 3,360 square feet, indicating a vacancy of 12.5%. The subject is 100% vacant, and the office and shop across the street are also vacant.

The subject property was originally constructed as a multi-tenant space, and was subsequently occupied by a charter school and remodeled to fit that need. The school replaced on unit with men's and women's restrooms. There are now four separately leasable spaces in the subject building. The building is vacant, but the potential buyer is interested in owner occupancy.

The building has been adequately maintained overall. It is noted that there is a water leak issue over the heavy winter in the ceiling of unit 2 that will be repaired prior to sale (see extraordinary assumptions). The property location within a very small rural community, makes the potential tenant base, extremely small. If the building were to be put on the market for lease, it would likely take extended time to lease due to there being multiple units to fill, and little demand. With competitive asking rents, there could be potential demand for some of the larger spaces not available in the center across the road. Considering all available data, I have applied a 15% vacancy and collection loss to the subject property, assuming competitive market rents concluded above.

TAXES

Under California's proposition 13 taxation, a property is revalued upon transfer which is the condition assumed in this appraisal. To allow for the taxes the local tax rate of 1% is added into the O.A.R. rate. No deduction is made in the expenses, as the taxes would be tied to a hypothetical sale. The taxes are handled with the addition of 1.0377% added to the selected capitalization rate to account for real estate tax cost after the completion of sale.

Insurance

Current building insurance was stated at $4,000 annually. This insurance amount is high; however, is likely due to the subject rural location and wildfire risk. I have utilized the client-provided insurance cost.

Management

Cost of doing business such as general tenant management, accounting, banking, attorney fees, etc. are calculated at 3% of E.G.I. The subject property would typically be a multi-tenant property which causes greater management than a single tenant.

Utilities

The tenant would be responsible for all utility expenses in a modified gross lease structure.

Repairs/Maintenance

In a modified gross lease, the landlord would be responsible for the main exterior repairs and maintenance. Building maintenance varies and it is prudent to have an annual expense set aside for items that require repair (HVAC, roof, etc.). The building has a "lifetime" metal roof, but monies for repairs and maintenance would still be required for weed removal, snow removal, heater repair or any other repairs. Overall, maintenance should be low and a 2% repairs and maintenance allowance is utilized.

Reserves for Replacement

The subject has been well-maintained and does not have a shingle roof or central heat and air system, that would require regular repairs. Some money would be set aside for repainting, resurfacing of parking etc. According to the client, the metal roof is a "lifetime" roof, but there was a leak over the wet winter that will be repaired prior to sale or leasing. Therefore, a lower than typical 2% reserve for replacement is estimated.

Summary

The subject expense ratio prior to tax deduction is at 18.9%. This expense ratio sits at the low end of the range, mostly due to limited repairs and maintenance budget, and no paid utilities.

Based on the forgoing data, the subject's projected NOI at market rent with market expenses, is $27,250. The following chart shows the calculations in the Pro Forma Operating Income and Expense Statement.

PRO FORMA OPERATING INCOME AND EXPENSE STATEMENT

INCOME	NRA	$/SF	MO INCOME		ANNUAL
Potential Gross Income	4,170	$0.79	$3,294		$39,532
	4,170	$0.79	$3,294.30		$39,532
		VACANCY AND COLLECTION LOSS		15%	($5,930)
		EFFECTIVE GROSS INCOME			$33,602
		E.G.I.			

EXPENSES		MONTHLY	% OF EGI		
TAXES (IN OAR)	$	-	0.0%		
UTILITIES	$	-	0.0%		
MANAGEMENT	$	1,008	3.0%		
REPAIRS/MAINT	$	672	2.0%		
RESERVE	$	672	2.0%		
INSURANCE	$	4,000	11.9%		
	$	6,352	18.9%	$	(6,352)
	NET OPERATING INCOME				$27,250
	N.O.I.				

DIRECT METHOD

Most office properties in Mariposa County are purchased by the owner therefore limited the available data to establish an O.A.R. rate. Because of this limited data the search parameters were widened to include office properties located throughout the foothill region. Typical buyers will look through the region in order to have adequate choices and these rates should be comparable throughout the area. Capitalization rate data has been gathered from local sales of office and retail properties, and supplemented with national data and market reports.

Source	Type	Range	Average
Realty Rates Investor Survey Q1 2023	Office		8.88%
Statista – U. S. data	Office		5.80%
Local & Regional 2020-2022 Sales	Office	4.1%-6.5%	5.42%

Capitalization rates for six regional office/retail and mixed-use sales from 2020-2022 ranged between 4.1% and 6.5%. with a mean of 5.42 and median of 5.55%.

Property Address	City	Sale Date	Sale Price	CAP rate
5108 Highway 140	Mariposa	8/19/2019	$ 695,000	6.00%
5075 Highway 140	Mariposa	6/5/2020	$ 659,000	4.10%
14580 Mono Way	Sonora	5/11/2021	$ 750,000	5.50%
4140 Motherlode Drive	Shingle Springs	6/14/2021	$ 1,565,000	6.50%
19520 Hillsdale Drive	Sonora	4/15/2022	$ 675,000	5.60%
10787 Water Street	Amador City	8/30/2022	$ 495,000	4.82%

Two sales from the sales comparison dataset indicated capitalization rates of 4.1% and 4.82%, one being a 2020 sale and the other being a recent 2022 sale. These local capitalization rates are given the most weight as they more accurately represent the subject specific market. Placing most weight on the rates from the sales utilized in the sales comparison approach, as well as the overall range and mean, I consider a rate of 4.8% to be reasonable and supported. To this is applied an additional 1.0377% to account for the real estate taxes not factored in to the expenses above. Applying this overall rate of 5.8377% to the Net Operating Income (N.O.I.) we arrive at:

$27,250 N.O.I. ÷ .058377 O.A.R. =	$466,789
ROUNDED	$465,000

INDICATED VALUE BY THE INCOME APPROACH

$465,000

RECONCILIATION AND FINAL VALUE CONCLUSION

In arriving at a final value, the approach with the best data and the least number of assumptions is relied upon most heavily. Both approaches were considered as they both had reliable recent data; however, the sales comparison was given the most weight as the costs to construct a new similar facility are exponentially higher than the market value at completion and market participants will seek out properties that best fit their needs before considering new constriction.

Developed Approach	Fee simple Value
Cost Approach	N/A
Sales Comparison Approach	$500,000
Income Approach	$465,000

The Sales Comparison approach was considered to be reliable due to a number of recent sales in small rural foothill communities. Adjustments were minimal with the main adjustments being for effective age, and some sales being located in higher population or traffic count areas. Overall, this is a reliable approach and the subject value per unit is bracketed by the unadjusted and adjusted sales.

The income approach had good lease data with all units located across for the subject property included, indicating a good market rent. The subject owner also had units previously rented at higher rates, but the market is very slow right now, and actualized rental rates appear to be lower than they were when the properties were last rented. There is fairly high vacancy in the immediate Greeley Hill market area with the subject being fully vacant for the past several years, and the strip center across the road having a vacancy rate of 12.5%, but reported little interest in the remaining unit. Capitalization rates were limited for smaller rural properties.

Considering the above discussion, both approaches were considered and are mutually supportive. In this market the property would likely be partially or fully owner occupied due to limited tenant pool, and slightly more weight was placed on the sales comparison approach. Considering the analysis presented, the concluded market value for the subject property is:

$490,000

Estimated Reasonable Exposure Time

Defined as: "the estimated length of time the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal". The sales utilized in the sales comparison approach indicate exposure times of 20 to 239 with all but one being exposed between 100 and 250 DOM. Based on this data, the estimated exposure time for the subject at market value is 12 months or less.

Estimated Reasonable Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal. Market conditions are not expected to change radically any time soon. Therefore, the projected "estimated reasonable marketing period" would not be expected to differ substantially from the "estimated reasonable exposure time" discussed above.

Personal Property

There is no personal property included in the appraised value of the subject. Although some FF&E may be included in the sale, it is allocated no additional value in this conclusion of market value of the real property.

Based on the data gathered and analyzed it is my opinion that the estimated fee simple market value of the subject real property, as of June 6, 2023 is:

$490,000

CERTIFICATION OF APPRAISAL

I, Sara Lockhart, certify that to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and Uniform Standards of Professional Appraisal Practice as well as the Code of Ethics and Standards of Professional Practice of the American Society of Farm Managers and Rural Appraisers.
- I visually viewed the property that is the subject of this report on June 6, 2023.
- I have and/or have obtained sufficient knowledge and appraisal experience in this use type, to competently complete this appraisal assignment.



Sara Lockhart
State of California Certified General R.E. Appraiser #AG3002137

Signature Date: July, 6, 2023

CERTIFICATION OF APPRAISAL

I, R. Michael Wright, certify that to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and Uniform Standards of Professional Appraisal Practice as well as the Code of Ethics and Standards of Professional Practice of the American Society of Farm Managers and Rural Appraisers.
- I have not physically viewed the property that is the subject of this report.
- I have and/or have obtained sufficient knowledge and appraisal experience in this use type, to competently complete this appraisal assignment.



R. Michael Wright
State of California Certified General R.E. Appraiser #AG006177

Signature Date: July 6, 2023

ADDENDA

Zoning

17.12 Town Planning Area (TPA)
17.12.010 Town Planning Area (TPA)

17.12.010 Town Planning Area (TPA)

Throughout the county of Mariposa, eleven (11) areas have been designated as Town Planning Areas (TPAs). These TPAs may provide basic services, public water and sewer systems; are the centers for industrial and commercial activity, and population concentration. The eleven (11) areas designated as TPAs are as follows:

1. Bear Valley
2. Bootjack
3. Mt. Bullion
4. Catheys Valley
5. Coulterville
6. El Portal
7. Fish Camp
8. Greeley Hill
9. Hornitos
10. Mariposa
11. Wawona

A. Development standards for TPAs. Development standards for the TPAs shall be established in the specific plans. Within areas designated as a TPA where specific land use policies have been developed, or other areas affected by adopted specific plans, approval of all building permits, site plans, development agreements, conditional use permits and subdivisions shall be consistent with those adopted specific plans. This title shall remain in effect in the TPAs until such time as precise zoning regulations and zones are adopted to implements those plans. In instances where there is a conflict between zoning standards and a specific plan, the specific plan standards shall govern.

B. Land use policies for TPAs. Within areas designated as a TPA where specific land use policies have not been developed in accordance with the provisions of Section 17.12.010, the land use regulations of the Rural Residential Zone (RRZ) contained in Chapter 17.16 shall apply as interim land use regulations. In addition to the RRZ uses, the uses described as permitted uses in Neighborhood Commercial Zone (INDOOR) CN-1 (CN-1) contained in Chapter 17.76 and in Neighborhood Commercial (INDOOR AND OUTDOOR) CN-2 (CN-2) contained in Chapter 17.80 will be considered subject to the use permit determination process contained in Chapter 17.116. The uses described as permitted uses in the Resort Commercial Zone (CR) contained in Chapter 17.96 may be considered subject to the conditional use permit process specified in Chapter 17.112. This interim land use policy shall remain in effect until such time as specific land use policies are adopted for each TPA respectively.

C. Minimum parcel size:

    1. Parcels shall have a minimum size of two and one-half (2 1/2) acres (exclusive of easement) if the domestic water system and the sewage disposal system is to be developed on the parcel.

    2. If a community water system or a community sewage disposal system is to be developed, then one (1) acre parcels (exclusive of easements), may be approved providing the average slope does not exceed fifteen percent (15%). The burden is upon the applicant to show that such system meets the laws and standards of the state and the county.

3. If both a community water supply system and a community sewage disposal system is to be developed then parcels of nine thousand (9,000) square feet (exclusive of easements) may be approved providing the average slope does not exceed fifteen percent (15%). The burden is upon the applicant to show that such system meets the laws and standards of the state and county.

HISTORY
Adopted by Ord. 704 Sec. 1 on 3/8/1988

Resume

Sara Clare Lockhart

California State Certified General Appraiser AG3002137
P.O. Box 532*Soulsbyville*California*95372
479-531-9897 * sara.lockhart@gmail.com

OVERVIEW OF APPRAISAL EXPERIENCE

Over the past 15 years, I have worked in numerous areas of appraisal practice, including appraisal review, narrative appraisal development and writing, as well as research and assistance. I have appraised many commercial and agricultural property types, including but not limited to offices, retail, mini storage, warehouses, mobile home parks, estates, equine properties, almond and walnut orchards, row cops, vacant agricultural land and ranches. Other projects include partial interest valuations and feasibility studies for subdivisions, as well as condemnations for governmental agencies.

PROFESSIONAL LICENSES, DESIGNATIONS AND INVOLVEMENT

June 30, 2006 **Arkansas Appraiser Licensing & Certification Board: Certified General Real Estate Appraiser License #CG2964**
May 1, 2014 **California Bureau of Real Estate Appraisers: Certified General Real Estate Appraiser License #AG3002137**
2018-Present **Associate Member ASFMRA**
2020-Present **ASFMRA Education Committee Member**

EDUCATION:

CALIFORNIA STATE UNIVERSITY, CHICO, Chico, California – 2003 Graduate

- **Bachelor of Science: Agriculture, Animal Science**
  - **Concentration: Reproductive Physiology & Genetics**
  - **Participated in a semester study abroad program – USAC Heredia, Costa Rica**
  - **Selected for an internship with TeMania Angus Parnassus New Zealand**
  - **Participated in multiple clubs and programs on campus**
  - **Worked for the University Farm in the Dairy Unit**
  - **May 2003 Graduate**

APPRAISAL EDUCATION

- **National USPAP 15 Hour Course, December 18-19, 2006, RCI Career Enhancements**
- **Basic Appraisal Principles, March 6-9, 2007, Appraisal Institute, St. Louis Chapter**
- **Basic Appraisal Procedures, July 30-August 2, 2007, Appraisal Institute, Baltimore Chapter**
- **General Appraiser Income Approach Part I, November 5-8, 2007, Appraisal Institute, Atlanta Chapter**
- **Residential Report Writing & Case Studies, November 13-14, 2007, Appraisal Institute, North Texas Chapter**
- **Appraising Distressed Commercial Real Estate, December 2008, Appraisal Institute Webinar**
- **National USPAP 7 Hour Update Course, December 15, 2008, RCI Career Enhancements**
- **Subdivision Valuation, January 29, 2009, Appraisal Institute, Appraisal Institute, Green County of Oklahoma Chapter**
- **Business Practices & Ethics, June 15, 2009, Appraisal Institute, Ozark Gateway Association of Realtors**
- **General Appraiser Sales Comparison Approach, August 3-6, 2009, Appraisal Institute, Northern California Chapter**
- **General Appraiser Site Valuation & Cost Approach, October 9-12, 2009, Appraisal Institute, North Texas Chapter**
- **Real Estate Finance & Statistics & Valuation Modeling, October 1-31, 2009, Appraisal Institute, Online Seminar, Chicago, IL**

- **General Appraiser Income Approach Part II, February 28-March 3, 2011, Appraisal Institute, St. Louis Chapter**
- **General Appraiser Report Writing & Case Studies, June 7-June 10, 2011, Appraisal Institute, Denver Chapter**
- **Online Apartment Appraisal, Concepts & Applications, October 15, 2011-Novemeber 14, 2011, Appraisal Institute Seminar, Chicago Chapter**
- **National USPAP 7 Hour Update Course, February 21, 2012, Appraisal Institute, Ozark Mountain Chapter**
- **Land Valuation "Upping Your Game", November 2013, Appraisal Institute Webinar**
- **National USPAP 7 Hour Update Course, March 7, 2013, Appraisal Institute, Ozark Mountain Chapter**
- **National USPAP 7 Hour Update Course, January 7, 2014, Appraisal Institute, Ozark Mountain Chapter**
- **Intro to Green Building, June 2015, Appraisal Institute Online**
- **Small Hotel Motel Valuation, August 2015, Appraisal Institute Online**
- **National USPAP 7 Hour Update Course, January 16, 2016, McKissock , Modesto, CA**
- **Appraisal of Permanent Plantings in Changing Markets, October 2016, California Chapter ASFMRA,**
- **Chico, CA**
- **California Water and Agriculture-SGMA and AB88 seminar, January 2018, California Chapter ASFMRA, Lodi, CA**
- **Valuation of Conservation Easements and Other Partial Interests, February 2018, California Chapter ASFMRA, Sacramento, CA**
- **California Laws & Regulations, 4 hour course April 5, 2018**
- **National USPAP 7 Hour Update Online, April 2018, McKissock**
- **National USPAP 7 Hour Update Classroom, June 8, 2018, McKissock**
- **Soils Seminar, ASFMRA, Lodi, CA November 13, 2018**
- **Valuation of Lease Interests, ASFMRA, Lodi, CA, November 14, 2018**
- **Nuts & Bolts of California's Water Supply System, ASFMRA, Sacramento, CA, January 30, 2019**
- **Cannabis Operations and Valuation Seminar, ASFMRA, Sacramento, CA, April 23, 2019**
- **Outlook Agribusiness Conference, ASFMRA, Sacramento, CA, April 25, 2019**
- **ASFMRA Best in Business Ethics, June 13, 2019**
- **Integrated Approaches to Value, October 2019, California Chapter ASFMRA, Monterey, CA**
- **National USPAP 7 Hour Update Classroom, Hunsinger Appraisal, February 25, 2020**
- **California Laws & Regulations, 4-hour course April 22, 2020**
- **Considerations in the Analysis of Highest and Best Use, Virtual, ASFMRA, September 24, 2020 – Segment Presenter**
- **Outlook Agribusiness Conference, ASFMRA, Virtual 8 hours, June 30, 2020**
- **Grape Crush Report Webinar, 2 hours March 18, 2021**
- **The Appraisal of Permanent Plantings in Changing Markets, virtual - 8 hours April 14, 2021**
- **ASFMRA Technology Summit 2021 – Summit organizer & moderator – 4 hours August 5, 2021**
- **2021 Fall Ag Tour, 6 hours November 18, 2021**
- **Ag Pros Learning Lab, 4 hours November 19, 2021**
- **National USPAP 7 Hour Update Classroom, ASFMRA, March 22, 2022**
- **Valuation of Lifestyle & Trophy Properties, ASFMRA, Visalia, CA March 23, 2022**
- **Outlook Agribusiness Conference, ASFMRA, Visalia, March 24, 2022**

EXPERIENCE

WORK EXPERIENCE RELATED TO THE APPRAISAL FIELD

- **Owner, Lockhart Appraisal January 2018 to present**
- **Contract Fee Appraiser, Wright Appraisals, Inc. May 2014 to present**
- **Appraisal Review Assistant Manager, Arvest Bank, April 2010 to April 2014**
- **Mortgage Staff Appraiser, Arvest Bank, March 2009 – April 2010**
- **State Registered Appraiser, Appraisals by GBG, Inc., June 2006 – March 2009**
- **Commercial Appraisal Manager, Appraisals by GBG, Inc. November 2005 – March 2009**
- **Data Research Analyst, Appraisals by GBG, Inc., November 2005 – March 2009**
- **Private Investigator & Researcher- Property and Assets; ESI International Private Investigations, January 2004 – January 2005**

COVERAGE AREAS

Sierra Foothills:

- **Amador County**
- **Calaveras County**
- **Tuolumne County**
- **Mariposa County**

Central Valley:

- **Stanislaus County**
- **San Joaquin County**
- **Merced County**

BACKGROUND

I was born and raised in Tuolumne County, California. I grew up in a ranching family and have always had horses. My extended family owns a large cattle ranch in Chinese Camp and I grew up loving the work, culture and work ethic that surrounds agriculture. I was in 4-H and FFA and was in agriculture classes in high school. I started out as a pre-med student but found my calling at California State University, Chico in the School of Agriculture. My focus there was in reproductive physiology and genetics. Since that time, life led me through different jobs, and eventually to a life in Arkansas where I discovered appraisal. There, I appraised all types of commercial buildings with an independent fee shop. I worked for five years as the Assistant Manager for the Arvest Bank Appraisal Review Department. This department ordered and reviewed all appraisals and performed in-house evaluations. I found a niche in valuing poultry facilities and other agricultural properties as I was the only one with an agricultural background. Since moving back to California, I have focused on appraisal of agricultural properties, while still appraising commercial properties of all types. I cover multiple counties, which entail most of the Sierra Foothills as well as Central Valley counties.

RESUME OF

R. MICHAEL WRIGHT

EXPERIENCE

1993 to Present	California Probate Referee for 7 Counties
1977 to Present	Independent Certified General Appraiser
1983 to 1990	Chief Appraiser, Mariposa County Assessor's Office
1977 to 1983	Real Property Appraiser, Mariposa County Assessor's Office

INDEPENDENT APPRAISAL EXPERIENCE

Preparation of form and narrative appraisals for banks, credit unions, savings and loans, attorneys, government agencies and individuals. Types of appraisals include multi-family, rural, agricultural, commercial, subdivisions, and development properties. Appraisals are prepared in conformance with FIRREA and USPAP guidelines.

Other projects include rent studies, court proceedings, condemnations and estate settlements, also the preparation of feasibility analysis for subdivisions and commercial development and partial interest valuations.

In addition, I am proficient in IRS 2032A valuations for ag land and partial interest discounts for real property.

GOVERNMENT APPRAISAL WORK

A complete knowledge of the California Revenue and Taxation Code including Prop 13 laws, exemptions and appeals procedures. The preparation of mass appraisal projects, government appraisals for insurance purposes, the appraisal of restricted value properties, possessery interests, business property, mining claims and commercial property.

WORK PERFORMED

Commercial and industrial, special use, agricultural appraisals, including row crops, orchards, rangeland, single-family residential, condominiums, apartments multi-family, appraisals. Appraisals of fire razed houses, special studies including highest and best use studies, market analysis and feasibility studies.

Wright Appraisals Inc
A Professional Appraisal Firm
21 Theall Street
Sonora, Ca 95370
209-532-6079

PROFESSIONAL QUALIFICATIONS

- STATE OF CALIFORNIA CERTIFIED GENERAL REAL ESTATE APPRAISER #AG006177
- STATE OF CALIFORNIA PROBATE REFEREE FOR TUOLUMNE, MADERA, MONO, MARIPOSA, CALAVERAS, ALPINE AND MERCED COUNTIES

Courses completed:
Appraisal Institute, General Appraiser Income Approach Part 1

AIREA Course No. 8, Single Family Residential Appraisal

AIREA Course 1B-A, Capitalization Theory and Techniques, Part A

Appraisal Institute, The Internet and Appraising

Appraisal Institute, Standards of Professional Practice

California State Board of Equalization Courses:

#1 Introduction to Appraising for Property Tax Purposes
#2 Appraisal of Single Family Units By Cost
#3 Residential Unit Appraisal
#5 The Income Approach to Value
#7 The Appraisal of Rural Property
#8 The Appraisal of Machinery & Equipment
#9 The Appraisal of Possessory Interest
#18 Audit Procedures
#20 Appraisal Mathematics
#52 The Appraisal of Williamson Act Property
#55 The Appraisal of Income Producing Properties

SEMINARS and CLASSES

- Rates and Multipliers Work Shop
- The Professional Guide to the URAR,
- Effective Appraisal Writing,
- Case Studies in Limited Partnership and Common Tenancy Valuation,
- Condemnation Appraising Basic Principals and Applications,
- Condemnation Appraising Advanced Topics and Applications,
- Federal Land Exchanges and Acquisitions,
- Automated Valuation Models,
- Factory Built Housing,
- Appraising Residential Income properties,
- Title and escrow for appraisers,
- Appraising self-storage facilities
- Appraisal Institute Federal & State Laws and Regulations Workshop,
- USPAP Update Seminar,
- HUD Reporting Practices and Appraisal Techniques Training Workshop,
- AIREA New Residential Appraisal Report Seminar,
- Litigation Seminar,
- Easement Valuation Seminar,

CERTIFICATIONS

Certified appraiser for property tax purposes in California

California State Board of Equalization Advanced Appraiser Certificate

Certified as an expert witness in U.S. Bankruptcy Court, Modesto, Sacramento & Oakland, California

Certified as an expert witness in the following counties:

- MARIPOSA
- AMADOR
- TUOLUMNE
- CALAVERAS
- MADERA
- LOS ANGELES
- NAPA
- STANISLAUS

Guest lecturer California Grand Jury Seminars

Guest lecturer Merced College appraisal classes

Guest lecturer California Assessor's conferences

Contributing writer, various publications

Instructor, hotel valuations, California Probate Referees

Instructor Income Approach To Value - Board Of Realtors

SERVICE POSITIONS

Past Commissioner - Sonora Traffic and Parking Commission

Past Director – Historical Sonora Chamber of Commerce

Member Tuolumne County Board of Realtors

Foreman 1986-87 Mariposa County Grand Jury

Past Chairman , Mariposa County Area Planning Body

Past Member Executive Board, Yosemite Credit Union

Past President , Mariposa County Employees Association

Past Member Steering Committee, California State Exposition

Past Board Member / Secretary Sonora Improvement Association

Past State Director California Probate Referee's Association

EXAMPLES OF PROJECTS APPRAISED

COMMERCIAL

Old Mervyns Building	62,406SF 3 unit building conversion
Hwy 108 and Maag/Oakdale	21,500 SF Retail Center
Creekside Professional Center/Angels Camp	8,900 SF Office Building
Foster Center/Sonora	39,872 SF Shopping Center
CCWD Headquarters/San Andreas	10,800 SF Office Building
East Sonora Building and Medical Center	45,630 SF of Office/Retail/Shop
14520 Mono Way/Sonora	23,100 SF Office Building
31 & 35 N. Washington St./ Sonora	9,800 Square Foot Office & Restaurant Building
Wendy's Restaurant/Modesto	2,315 Square Foot Restaurant
Berg Property/ Groveland	14,155 Square Foot Shopping Center
Pioneer Village/Mariposa	15,640 Square Foot Shopping Center
Sonora Sports Center/Sonora	14,800 Square Foot Sports Facilities
Canepa Enterprises	1,200 Square Foot Dental Office
21994 Twain Harte Drive/Twain Harte	2,001 Square Foot Dental Office
300 Tom Bell Road/Murphys	2,200 Square Foot Dental Office
Big 5 Sporting Goods/Sonora	Proposed 9,400 Square Foot Retail Building
Sonora Express Lube	Proposed Quick Lube Auto Operation
Chief Auto Parts Store	6,000 Square Foot Retail Building
California State Automobile Assoc. Building	5,002 Square Foot Office Building
Blockbuster Video Building	6,000 Square Foot Retail Building
Sylva Lane Medical Building	1,800 Medical Office Condo Building
Cedar Investments Building /Sonora	6,904 Square Foot Office Building

SUBDIVISIONS

Mill Woods Unit 5/Arnold	Proposed 21 Lot Subdivision
Mill Villa Estates/Sonora	90Unit Manufactured Home Subdivision
Columbia Vista Estates/ Columbia	24 Unit Subdivision
Apple Valley Estates/ Sonora	158 Unit PUD
Greenly Oaks Townhouses/Sonora	48 Unit Townhouse Subdivision
Mountain Ridge Estates/Sonora	26 Lot Subdivision
Oak Ridge Estates/Burson	16 Lot Subdivision
Gold Strike Heights/San Andreas	Proposed 83 Lot Subdivision
Black Oak Estates/Twain Harte	3 Phase Subdivision
Greenhorn Creek/Angels Camp	Proposed 19-lot bulk sale
Mill Woods/Arnold	Proposed 19-lot Subdivision

HOTEL/MOTELS

Proposed Motel 6/Livingstone	75 Units plus restaurant site/Feasibility study
Meadowmont Lodge/Arnold	19 Unit Motel
10301 Willow Street/ Jamestown	20 Unit Motel
Buckmeadows Lodge/Groveland	50 Unit Motel/22,310 Square Feet
Gables Cedar Creek Inn/Twain Harte	5 Unit Motel with Residence
Murphys Inn Suites	70 Unit Motel Suites
Best Western Cedar Inn Suites	38 Unit Motel Suites
Imperial Hotel	Hotel, Restaurant and Bar
Holiday Inn/Mammoth Lakes	71 Unit Motel, Restaurant, Bar
Bridgeport Inn	29 Unit Motel, Restaurant, Bar
Villager Inn/June Lake	22 Unit Motel

MINI-MART/GAS STATIONS

Miner Resort/Mini-mart	Restaurant & Mini-Mart/Gas Station
Canepa Enterprises	Mini-mart & Gas Station
The Outpost	2,400 Square Foot Mini-Mart/Gas Station
Chip's Chevron Station	Gas Station & Mini-mart
The Buffalo Stop/Wallace	Mini-Mart/Gas Station
Exxon Station/Sonora	Mini-Mart/Gas Station

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-612

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select the 2024 Rural County Representatives of California (RCRC) Director and Alternate

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RECOMMENDATION AND JUSTIFICATION

Select the 2024 Rural County Representatives of California (RCRC) Director and Alternate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 2023, Supervisor Menetrey was selected as director, with Forsythe selected as Alternate.

RCRC - Environmental Services JPAs for Solid Waste:
(Typically, the same representative is named for the RCRC)
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Golden State Connect Authority (GSCA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;

Golden State Finance Authority (GSFA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can also choose to make their selection at the first meeting of the year. However, Mariposa County will have no representation at RCRC if the selection is not made prior to their January 13, 2021 meeting.

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted**
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 II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-613

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint a Member as the California State Association of Counties (CSAC) Director for the 2023-2024 Association Year

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RECOMMENDATION AND JUSTIFICATION

Appoint a Member as the California State Association of Counties (CSAC) Director for the 2023-2024 Association Year.

Under provisions of the CSAC Constitution, members of the CSAC Board of Directors and alternates are elected by their respective Boards of Supervisors to one-year terms of office commencing with the first day of the CSAC annual meeting. This year the annual conference begins on November 13, 2023.

Any member of the Mariposa County Board of Supervisors is eligible for the directorship.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board makes this appointment annually. The last appointment occurred on October 4th 2022, when the Board selected Supervisor Menetrey to be the 2022-2023 Director, with the remaining four Board members named as alternates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If a director is not named, Mariposa County will have no representation at the CSAC Board of Directors meetings.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	None
NAYS:	None

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2023-1187

MEETING:	November 7, 2023
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Frequency of the Board of Supervisors Meeting from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month"

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Frequency of the Board of Supervisors Meeting from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month"

Regular meetings of the Board of Supervisors are prescribed by Mariposa County Code Chapter 2.04.010, which requires the Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa the first four Tuesdays of every month at 9:00 am
Following the adoption of Resolution 2023-106 which cancelled the fourth Tuesdays of 2023, the Board directed staff to bring an Ordinance to amend County Code to reflect the first three Tuesdays of the month for the 2024 Board Calendar.

BACKGROUND AND HISTORY OF BOARD ACTIONS

County Code Chapter 2.04.010 regarding the Board's meeting time and place was first adopted on November 20, 1984, with Ordinance number 631. There have been a variety of amendments since then with Ordinance 648 adopted on 11/19/1985, Ordinance 756 adopted on 10/17/1989, Ordinance 866 adopted on 12/14/1993, Ordinance 986 adopted on 05/13/2003, and Ordinance 1169 adopted in 12/21/2021.
The Ordinance was introduced on October 17, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Second Reading: The Board may not change the ordinance text without returning to a new first reading. If the Board elects not to adopt the ordinance, the change will not be accomplished.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Second Reading of Ordinance Amending Section 2.04.010**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
NAYS:	None
EXCUSED:	District IV Supervisor Wayne Forsythe

Waive the Second Reading and Adopt an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Amending the Frequency of the Board of Supervisor Meetings from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month."

Regular meetings of the Board of Supervisors are prescribed by Mariposa County Code Chapter 2.04.010, which requires the Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa the first four Tuesdays of every month at 9:00 am

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County Code Chapter 2.04.010 regarding the Board's meeting time and place was first adopted on November 20, 1984, with Ordinance number 631. There have been a variety of amendments since then with Ordinance 648 adopted on 11/19/1985, Ordinance 756 adopted on 10/17/1989, Ordinance 866 adopted on 12/14/1993, Ordinance 986 adopted on 05/13/2003, and Ordinance 1169 adopted in 12/21/2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the change will not be accomplished.

Second Reading: The Board may not change the ordinance text without returning to a new first reading. If the Board elects not to adopt the ordinance, the change will not be accomplished.

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE
AMENDING THE FREQUENCY OF THE BOARD OF SUPERVISORS MEETINGS FROM THE FIRST FOUR TUESDAYS OF EVERY MONTH TO THE FIRST THREE TUESDAYS OF EVERY MONTH.

Notice is hereby given that on Tuesday, November 7th , 2023, at 9:00 a.m., 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 a proposed ordinance amending Chapter 2.04.010 which will Amend the frequency of the Board of Supervisors Meetings from the first four Tuesdays of every month to the first three Tuesdays of every month.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors located at 5100 Bullion Street, Mariposa, California.

Danielle Bondshu
Clerk of the Board

2.04.010 Regular Meeting Time And Place

Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa on the first ~~four~~ three Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the Board, both as a Board of Supervisors and as the Board of Directors of the following districts:

A. County Service Area 1M (Don Pedro Subdivision), and
1. Mariposa Pines Sewer Zone
2. Sewer Zone (Don Pedro Subdivision)
3. Coulterville Sewer and Water Zone
B. Mariposa Parking District
C. Wawona County Services Area 2W
D. Hornitos Lighting District
E. Mariposa Lighting District
F. Coulterville Lighting District
G. Mariposa County Air Pollution Control District
H. Yosemite West Maintenance District
I. Mariposa County Water Agency
J. Mariposa County Local Transportation Commission
K. Housing and Community Development Agency
L. Redevelopment Agency of the County of Mariposa

In the event any Tuesday should be a legal holiday, the regular meeting of the Board, both as a Board of Supervisors and as the Board of Directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday.

MARIPOSA COUNTY ORDINANCE NO.

An Ordinance Amending the Frequency of the Board of Supervisors Meetings from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month.

WHEREAS the regular meeting time and place for the Board of Supervisors is codified within Section 2.04.010 of Chapter 2.04 of the Mariposa County Code; and

WHEREAS there is currently a provision contained within Section 2.04.010 which requires the Board of Supervisors to hold meetings on the first four Tuesdays of every month; and

WHEREAS this provision was historically utilized to have items brought to the Board four Tuesdays per month; and

WHEREAS the Board of Supervisors adopted Resolution 2023-106 which amended the frequency of the Board of Supervisor meetings from the first four Tuesdays of every month to the first three Tuesdays of every month; and

WHEREAS this amendment will remove the meetings which fall on the fourth Tuesday of every month in Section 2.04.010.

NOW, THEREFORE, the Board of Supervisors of Mariposa County, a political subdivision of the State of California, does ordain as follows:

SECTION I: Section 2.04.010 of the Mariposa County Ordinance Code is hereby amended as follows:

2.04.010 Regular Meeting Time And Place

Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa on the first three Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the Board, both as a Board of Supervisors and as the Board of Directors of the following districts:

A. County Service Area 1M (Don Pedro Subdivision), and

1. Mariposa Pines Sewer Zone
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B. Mariposa Parking District
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G. Mariposa County Air Pollution Control District
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I. Mariposa County Water Agency
J. Mariposa County Local Transportation Commission
K. Housing and Community Development Agency
L. Redevelopment Agency of the County of Mariposa

In the event any Tuesday should be a legal holiday, the regular meeting of the board, both as a Board of Supervisors and as the Board of Directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

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 of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
COUNTY COUNSEL

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

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.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)

Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] 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: November 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Receive a Presentation by Mariposa County Health and Human Services Director, Providing an Update on Mariposa Health and Human Services Agency Community Impact

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Mariposa County Health and Human Services Director, Providing an Update on Mariposa Health and Human Services Agency Community Impact.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Health and Human Services Agency (HHSA) employs over 200 staff who are committed to creating positive impacts for Mariposa County. Our vision is that all within our community are healthy, safe, and thriving. Working with our Strategic Plan and in alignment with our collaborative System of Care (SOC) , Mariposa HHSA's mission is to empower individuals, families, and our community to be healthy and safe by providing responsive, caring, and supportive services. Working with our community and our partners, we all become resilient and thriving. One of HHSA's core values is impact – the goal with this presentation is to acknowledge the dedication of Health and Human Services staff, and to highlight the impact of their collective efforts for our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will miss the opportunity to highlight the importance of the impact to community as provided through the Mariposa Health and Human Services Agency.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **HHSA Impact to Community Final Board Presentation 11.7.23**

Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

Community Impact Presentation

Mariposa County Board of Supervisors
November 7th, 2023

HHSA's Mission

We empower individuals, families, and our community to be healthy and safe by providing responsive, caring, and supportive services. Working with our community and our partners, we all become resilient and thriving.

System of Care Approach

HHSA applies a shared System of Care (SOC) approach to community wellness that connects people to services and programs that help improve the overall quality of life in our community. This philosophy allows HHSA to continually address needs and concerns for all Mariposa residents, and to create both direct and indirect positive impacts.

Mariposa Health & Human Services

Mariposa County Health and Human Services Agency (HHSA) employs dedicated staff who are committed to creating positive impacts for Mariposa County.

This presentation highlights the positive impact that our collective efforts continue to make for the County of Mariposa.

Behavioral Health Services

September 2022 – September 2023:

- **15,294 Behavioral Health Appointments**
- **745 people served by our Behavioral Health Teams**
- **308 Crisis services provided to 145 people**

FY 22-23: 111 Psychiatric Crisis Hospitalizations

- **Average length of stay 14 days**

Substance Use Disorder Services

From September 2022 through September 2023:

- **2,800 Substance Use Disorder Appointments**
- **142 people received support**

Public Health Support & Services

- The Public Health Team provided 2,153 immunizations (Covid, Flu)
- 162 Immunization appointments (Non-flu/covid)
- 18 Family Planning appointments; 30 STD testing services provided
- 168 TB screenings provided
- 76 follow-up appointments for Animal Bites; 77 calls regarding Rabies
- 1,251 follow-up responses for Communicable/Reportable Diseases

Jail-Based Health Services

From 9/2022 through 8/2023:

- **408 Behavioral Health services were provided to 62 people**
- **163 Psychiatric services were provided to 58 people**
- **2,576 medication/medical needs were met for 270 people**

Environmental Health Services

- 215 Environmental Health Inspections (Businesses, Restaurants, etc.)
- 398 Service Requests/Reviews
- 215 Septic Inspections
- 60 Well Inspections
- 395 Permits issued

Adult Protective Services (APS)

- **The Adult Protective Services team responded to 212 Referrals for Elder/Dependent Adult Neglect or Abuse in the last FY**
- **Annual average of 200 referrals received**
- **22 Seniors received services to address and prevent homelessness, and promote ongoing housing stability**

In-Home Supportive Services (IHSS)

IHSS support allows a person who is aged or disabled to remain safely at home

- **Our IHSS Team currently has 320 Mariposa residents who actively receive IHSS**
- **The monthly average over the last FY is 286 cases**

Child Protective Services (CPS)

Child Protective Services staff responded to 143 referrals last fiscal year

- **More than 53% of these referrals required a same-day response**

A total of 70 children/youth were served in the last fiscal year through:

- **Emergency Response**
- **Family Maintenance**
- **Family Reunification**
- **Supportive Transition**
- **Permanent Placement**

Youth Nutrition Outreach

- 572 Youth participated in CalFresh Healthy Living presentations
- 40 Youth participated in CalFresh Healthy Living Summer Camp activities
- 363 Youth participated in 2023 Mariposa Farmer's Market Kid's Market
    - Over $1,800 provided for Youth to buy fresh, healthy foods – strengthening our local economy while supporting local businesses

Veterans Services Office (VSO)

- **HHSA's Veterans Service Office is available to serve the 1,458 Veterans who reside within Mariposa County. For FY 22/23:**
- **$8,594,000 in Compensation and Pensions received**
- **$407,000 in Education and Vocational Rehabilitation Services**
- **$11,389,000 in Medical care provided**
- **$111,000 in Insurance and Indemnities received**

Senior Center Services

- **9,559 congregate meals served to 571 participants to date in 2023**
- **6,316 home-delivered meals provided to 93 participants**
- **43 people on average participate in monthly Senior Center activities, such as Yoga, Silver Sneakers Exercise, etc.**
- **148 meals served at the first monthly Veterans Luncheon, October 2023**
- **North County Coulter Café: over 5,700 meals served to 222 people *(9/22-9/23)***

North County Services

HHSA's office in Coulterville serves over 60 people monthly with:

- **Meal Vouchers**
- **Medi-Cal, CalFresh, and LIHEAP Applications**
- **IHSS Applications/Linkage packets**
- **Eligibility/Continuing Benefits packet pick up/drop off**
- **Individual Behavioral Health Appointments**
- **Ongoing Medication Support**
- **Emergency food/water/supplies**

Low Income Heating and Energy Assistance Program (LIHEAP)

- **658 families/households served through the LIHEAP program, FY 22-23**
- **$605,525 total amount of LIHEAP funds provided**
- **During July 2023 extreme heat, 52 families/households were served -**

  $115,378 was provided in LIHEAP funding to help with cooling & energy

  Based on the number of days worked, this amounts to over $5,700 each day

Weatherization Program Services

An average of 50-60 homes annually receive assistance through HHSA's Weatherization Program, providing no-cost services to promote:

- **Savings on energy costs through enhanced energy efficiency**
- **Improved health and safety based on assessing/testing the Home**
- **Better longevity for the home through minor repair services and upgrades**

Housing Team; Homeless Prevention

For FY 22-23:

- **36 Families/Households assisted with Rapid Rehousing, Homelessness Prevention**
- **31 Adults and 16 Children were housed through various programs**
- **Community Outreach to assist those experiencing or at risk of homelessness**

Transportation Services

The Mariposa HHSA Transportation Team's primary goal is to provide safe and reliable transportation. Services provided in the last fiscal year:

- **9,014 total passenger trips**
- **244 service days**
- **Average daily ridership: 36 people**

North County accounts for about 10% of transportation requests, including public transportation and medical transportation services

Transportation Services

The Mariposa HHSA Transportation Team provided over 4,500 transports for medical appointments to the following locations last fiscal year:

- Chowchilla
- Fowler
- Fresno/Clovis
- Madera
- Mariposa
- Mathers
- Merced
- Modesto
- Oakhurst
- San Andreas
- Sacramento
- San Francisco
- Santa Clara
- Sonora
- Stanford
- Turlock

CalFresh Nutrition Services

CalFresh is a nutrition program that provides assistance to purchase food for low-income California residents.

- **3,058 Mariposa residents in 1,838 households participate in CalFresh**
- **This includes children, adults, and seniors**
- **CalFresh benefits create a direct impact to strengthen our local economy – $527,394 was issued in June 2023 for Mariposa CalFresh households**

CalWORKs Assistance for Families

California Work Opportunity and Responsibility to Kids (CalWORKs) is a cash assistance program for low-income families to meet their basic needs.

- **Nearly 500 families in Mariposa participate in the CalWORKs program**
- **144 Adults are participating in Employment & Training**
- **45 CalWORKs participants have gained employment**
- **CalWORKs benefits create a direct impact for our local economy**

Medi-Cal Health Benefits

Medi-Cal is California's Medicaid health care program that provides no-cost or low-cost health care coverage for eligible persons.

- **Nearly 6,700 members of Mariposa County are Medi-Cal beneficiaries**
- **This reflects over 39% of our Community including children, adults, and seniors**

Fiscal & Contracts

HHSA manages an annual budget of $77 million, including grants and allocations

- **HHSA Fiscal and Contracts Teams currently oversee 219 contracts (YTD)**
- **The total of these contracts is (NTE) of $14,016,955.46**

Community Response: Oak Fire

- 91 HHSA Staff assisted with Oak Fire Emergency Response and Recovery
- HHSA provided Staffing for Red Cross Emergency Shelter
- HHSA Staff coordinated and attended the Oak Fire Local Assistance Center (LAC)
- 22 Oak Fire Survivors were provided with Trailers through HHSA Staff efforts
- HHSA Staff assisted in Fire Case Manager recovery services for Survivors
- HHSA attended Federal Emergency Management Agency (FEMA) Resource Fairs

Community Safety Response

- **Red Cross Emergency Shelters - Staffing support**
- **Inclement Weather Assistance during early 2023 Winter Storms**
  - **Emergency deliveries of water, fuel, firewood/coordination of supportive services**
- **Cooling Centers during Extreme Heat**

Community Outreach Events

- 2023 Mariposa County Fair – 1,100 Visitors to HHSA's booth
- 63 persons served through Oral Health outreach
- Mariposa Community Jobs Resource Fair
- Senior Health and Wellness Fair
- Mariposa High School Health and Wellness Fair
- Safe at Home Fair through Mariposa Safe Families
- Trails Day
- Mariposa Pride
- Mariposa Heritage House Recovery Month Jubilee

Community Outreach Events, Cont.

- Mosquito Fish Distribution Sites, including North County
- Butterfly Festival
- Coyote Fest
- Back to School Resource Fair – 250 Backpacks distributed to Mariposa youth
- TANF Trunk or Treat, Mariposa Fairgrounds
- Mariposa Safe Families Trunk or Treat
- Mariposa Indian Health Clinic (MACT) Health Fair
- Veterans Services Outreach Events

HHSA Employee Workforce

- **HHSA welcomed 47 new staff in Fiscal Year 2022-2023**
- **HHSA is the largest County department, employing over 200 Staff**

Mariposa Health and Human Services
is here to help all members
of our Community to be
healthy, safe, and thriving

Mariposa County
Health & Human
Services Agency