



Mariposa County

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



MILES MENETREY, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
SHANNON POE
DANETTE TOSO
WAYNE FORSYTHE

DISTRICT V
DISTRICT I
DISTRICT II
DISTRICT III
DISTRICT IV

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES JUNE 4, 2024

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

Chair Menetrey called to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted that CA. 14 was a 4/5th vote.

Public comment was received by Mike Brusa/ Bear Valley who commented on CA. 1. He discussed his disdain for the item. He then discussed issues with the State budget and how the government handles money. He noted the worst quadrant is where money is spent on the government and others.

Supervisor Smallcombe commented on CA. 4, noting this is the first proclamation, and thanked the groups who work to show the dangers. She also commented on CA. 5 and gave statistics on elder abuse, which she noted were astonishing.

Supervisor Forsythe commented on CA. 17 and asked Will Fassett/Community Design Planner to come up. Mr. Fassett noted that the resiliency hub will have some disaster and non-disaster functions. He also noted it could be an office space. He further noted this is in its preliminary stage. Supervisor Forsythe thanked Mr. Fassett and then moved on to CA. 19, noting this is the last year of this agreement. He hoped we could reach an agreement again in the future. He also thanked Cal Fire, County Fire, and Public Works for getting this for our community safety.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve an Agreement with Pacific Shredding for Document Shredding Services with Automatic Renewal For Three Years, Effective as of January 1, 2024; and Authorize the Board of Supervisor Chair to Sign the Agreement

CA3. Administration

Approve a Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board for Providing Pre-Release and Post-Release Reentry Services to the Currently Incarcerated Population of the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the MOU

CA4. Board of Supervisors

Proclaim May 26th to June 1st, 2024 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

CA5. Board of Supervisors

Proclaim the Month of June 2024, as "Elder and Dependent Adult Abuse Awareness Month" (Board Chair)

CA6. Clerk of the Board

Approve Minutes of December 13th and 14th, February 6th and 20th, March 5th, 12th (Regular), 12th (Special), 19th and April 2nd, 3rd, 9th, 16th, 31st and May 1st

CA7. Fire

Approve the Submittal of FEMA DR-4750 Hazard Mitigation Grant Program Application to Provide Funding for Roadside Vegetation Fuel Reduction on County Maintained Roads for a Total of \$600,000; and Authorize the Board of Supervisors Chair to Sign the Documents Required for Grant Submission Including Match Commitment Letter (Subject to Approval as to Legal Form by County Counsel)

CA8. Health and Human Services Agency

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Third Year (Fiscal Year 2024-2025) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

CA9. Health and Human Services Agency

Approve a Business Associate Agreement (BAA), with Encompass Community Services, for Health Insurance Portability and Accountability Act of 1996; and Authorize the Board of Supervisors Chair to Sign the BAA

CA10. Health and Human Services Agency

Approve an Agreement with JDT Consultants, Inc. in the Amount of \$450,000 for Counseling and Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. Health and Human Services Agency

Approve Resignation of Dr. Eric Sergienko for a Seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission; and Approve Appointment of Dr. Kristina Keheley for a Seat on the Commission

CA12. Health and Human Services Agency

Approve Health and Human Services Agency to Participate in the Excellence in Family Finding, Engagement and Support Program Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency and the Chief of Probation as Required by the State (Subject to Approval as to Legal Form by County Counsel)

CA13. Health and Human Services Agency

Approve Health and Human Services Agency to Participate in the Flexible Family Supports and Home-Based Foster Care Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency as Required by the State (Subject to Approval as to Legal Form by County Counsel)

CA14. Health and Human Services Agency

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Public Health Emergency Preparedness (PHEP) for Fiscal Year 23/24 (\$66,507) (4/5ths Vote Required)

CA15. Health and Human Services Agency

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for DMC-ODS Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA16. Planning

Approve the First Amendment to the Agreement for Gateway Enhancements with Atlas Labs, Inc.,

Adjusting the Scope of Work for Gateway Enhancement Design for the Mariposa Gateway Enhancement Project; Extending the Term of the Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. Planning

Adopt a Resolution Approving an Agreement with SERA Architects in the Amount of \$100,000 for Conceptual Design of a Community Resilience Hub on Phase IV of the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement, any Amendments, and All Supporting Documentation (Subject to Approval as to Legal Form by County Counsel)

CA18. Planning

Approve an Agreement with Made in Mariposa to Transfer Copyright of the Made in Mariposa Logo; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. Public Works

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. Public Works

Approve a Permit Renewal Application to Participate in the Covered Electronic Waste Recycling Program; and Authorize the Director of Public Works to Sign the Application

CA21. Sheriff's Office

Approve an Agreement with the United States Drug Enforcement Administration in the Amount of \$60,000 for Marijuana Eradication and Suppression Operations; and Authorize the Sheriff to Sign the Agreement and all Supporting Documents (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen/Public Works Director reminded the board and listening public on the upcoming "Free Dump Day" that will be held June 8th. She also noted the pools will be open June 10th. she noted that Coulterville will be later in the week as the coping was fixed. She noted there are issues getting lifeguards, and noted if anyone is interested in being a lifeguard please reach out to Parks and Recreation.

Chris Bernard/County Fire/Cal Fire commented on the fire activity, noting they are in fire season. He announced that peak staffing for Cal Fire stations would begin on June 17th, 2024. He noted a fire ban has not yet happened, but it is coming. He also noted that the newest county engine, Engine 29, is going into service on this day. He noted it will be stationed at Station 29 but will also be seen at Station 22.

Sheila Baker/Deputy Director of Behavioral Health noted there will be a mental health first aid course. She

gave a flyer to the Clerk of the Board for each Supervisor. She noted the training is to help individuals identify common signs and symptoms of mental health and substance abuse. She urged North County residents to sign up and assist in getting the word out. She noted it would be the upcoming Wednesday, June 12th. She announced that individuals could register by contacting Claudia at HHSA by calling 209-966-2000.

Kari Kisela/Mariposa Chamber of Commerce noted the Chivalry and Fantasy event was a success. She announced that on the upcoming Thursday, the Business Association meeting would be held. She also noted the next upcoming event is the 1 Year ribbon cutting for the Made in Mariposa store front.

Steve Engfer/Planning Director, gave a follow-up to Trails Day. He noted there were 30 people who took the trail walks and 30-40 who attended the Grove House event. He thanked all involved.

Jacob Hawley/Visitors Center noted that the building has been closed due to construction, but there is a trailer outside that they have kept open for visitors. He noted that the change in the reservation system for Yosemite is affecting the county. He also noted that Tioga Pass should be opening soon.

Joe Lynch/Health and Human Services/Interim CAO, noted the Frank Wilson camp is completely closed. He noted they are going to the location to remediate the land. He noted they are still working towards getting CA.1 off the agenda. Chair Menetrey asked about the electrical panel. Joe noted it would be kept for future projects on the county site.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa, who noted he loves to study history. He noted he likes to graze through history. He expressed that when he is reading books, he like to go from one book to another subject. He noted that when he is working, he listens to podcasts. He expressed his feelings about history being cherry-picked. He noted there are a lot of gaps, and a lot of things are missing. He discussed history books, the House of Economics, and the Annapolis Convention.

Kazzy Cunnigham/Mariposa Little League Board member noted they are hosting their closing ceremonies on the upcoming Saturday. She noted that the baseball season does not happen without volunteers. She noted if anyone is interested in volunteering, email mcll95338@gmail.com

Chair Menetrey asked Supervisor Smallcombe to comment on Tioga Pass; She noted they are still working on it but have not released an anticipated open date. She stated their current concern is dealing with human waste.

H. Regular Agenda Items

1. Administration

Adopt the Allocation of External Fire Relations Coordinator Position within County Fire, Effective Immediately

9:58 AM Joe Lynch requested this item to be withdrawn and brought back at a later date. Board consensus to withdraw. The board moved back to item 4.

RESULT: WITHDRAWN

2. **Administration**

Approve Vacating an Executive Assistant Position Allocation and Replacing it with an Administrative Analyst II Position Allocation in the Planning Department Budget, Effective Immediately

This item was taken up as number one at **9:45 AM**.

Joe Lynch introduced the item and turned it over to Steve Engfer/Planning Director, who gave the staff report. No public comment.

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

3. **Administration**

Approve an Out-of-Class Salary Adjustment from the Current Allocation of Planner I Position to Administrative Technician I, Step 3 Position Allocation in the Planning Department Effective as of September 12, 2023, with the Requirement to Review the Position Status on a Six-Month Basis

Steve Engfer gave the staff report.

Public comment was received by Jonathan Noel/Resident, who noted this is another example of past boards kicking the can down the road.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: None

The board moved back up to item 1.

4. **Board of Supervisors**

Appoint Joe Lynch as the County Administrative Officer, Effective Immediately

Chair Menetrey gave the staff report.

Public comment was received by Mike Brusa, Chris Bernard, Danielle Bondshu, and Kazzy Cunningham who all spoke in support of this appointment. Mike Brusa noted he was a superintendent for many years. '

Support and hope for this appointment were received by all five supervisors.

Joe Lynch/Interim CAO noted for the community that he plans to stay in this community. He noted this community is not only important to him, but also his family. He expressed that he will give his everything to this County.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

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

5. **Board of Supervisors**

Appoint Dr. Kristina Keheley as the Interim Health and Human Services Agency Director with a Salary of \$175,331.75, Effective Immediately

Chair Menetrey gave the staff report.

Public comment was received by Jonathan Noel, who noted the Board should just “hire the girl” outright.

Mike Brusa noted he didn’t feel the board should continue to play the “interim” musical chairs.

Jeanne-Ann Pine/Resident, congratulated Dr. Keheley and asked that the previous speakers call her Dr. Keheley and not “the girl.”

Joe Lynch noted the benefits of succession planning and the purposeful growth of a team. He noted it allows for people designed for the job when it opens up.

Sheila Baker recommended Dr. Kristina Keheley for the position. She noted it has been a wonderful experience to report directly to Dr. Keheley. She further noted she is both a phenomenal boss and mentor.

Supervisors Smallcombe, Forsythe, and Toso noted Dr. Keheley's knowledge, capability, and professionalism. Chair Menetrey agreed and noted he didn’t want to hear about any calls from Sacramento (in reference to losing both Chevon Kothari and Eric Sergienko to Sacramento).

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 IV Supervisor Forsythe, District II Supervisor Poe

6. **Clerk of the Board**

Approve Setting a \$30 Non-Refundable Filing Fee for Assessment Appeal Applications, Effective Immediately

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

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

I. **Closed Session**

10:34 AM Chair Menetrey read the closed session items.

- Closed Session Item 1 - Public comment received by Mike Brusa, who noted FDR was against unions. He then discussed Prop 13 and the Department of Education. He commented on the Arata act.
- Closed Session Item 2 - No public comment.
- Closed session item 3 - No public comment.

10:38 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett; Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RESULT: CLOSED SESSION HELD

3. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation: Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

2:00 PM Chair Menetrey reconvened and reported that during closed session the following took place.

- Closed Session Item 1 - Information was received, and Directions were given.
- Closed Session Item 2 - Information was received, and Directions were given.
- Closed Session Item 3 - The Board unanimously rejected Claim 24-8.

J. 2:00 PM Reconvene

1. **Clerk of the Board**

Receive Presentation from Pacific Gas and Electric (PG&E) on Road Restoration

Nathan Alonzo/Pacific Gas and Electric (PG&E) gave the staff report and a PowerPoint presentation. Matt Leedy/Government Affairs PG&E also gave a portion of the PowerPoint Presentation. No public comment was received.

In response to a question from Supervisor Forsythe, Mr. Leedy noted Triangle and Darrah Roads should be

completed by fall. Further board discussion was held.

RESULT: PRESENTATION HELD

K. Board Information

None.

L. Adjournment

3:02 PM Chair Menetrey adjourned in memory of Leone Sutherland and Ralph Seely.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-216

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-217

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve an Agreement with Pacific Shredding for Document Shredding Services with Automatic Renewal For Three Years, Effective as of January 1, 2024; and Authorize the Board of Supervisor Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Pacific Shredding for Document Shredding Services with Automatic Renewal For Three Years, Effective as of January 1, 2024; and Authorize the Board of Supervisor Chair to Sign the Agreement

In Human Resources, we are caretakers of employees' sensitive information. To be good stewards, when documents need to be destroyed, it has been decided the most secure way to address this is with a licensed and bonded document disposal company.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar agreements for other departments such as Health and Human Services on January 18, 2022 (RES-2022-33).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not ratify this agreement. The Human Resources Department will shred confidential documents in a less secure manner.

FINANCIAL IMPACT

This will not add an undue burden to the general fund as the Human Resource department has funds available in the office supply account budgeted for this cost.

ATTACHMENTS

1. 1_Route Service - Mariposa County HR - Acct 8692-0001 3 yr Recurring - 20240103134754
2. 2023-2024 COI WC Pacific Shredding

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso

AYES:

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

SHREDDING SERVICE AGREEMENT

Customer: Mariposa County - HR Dept			Acct 8692- 0001		
Service Address: : 4988 11 th Street Ste B , Mariposa, Ca 95338					
Bill Address:, 4988 11 th Street Ste B Ca, 95338					
Contact Person/Title: Jennifer Allard					
Phone: (209) 742-1251				Fax/Cell:	
Email: jallard@mariposacounty.org				Hours Open: 8:00AM-5:00PM	
ROUTE SERVICE					
# Containers		Charge		Service Interval	
	Tote	\$	☐ Weekly ☐ Every 2 Weeks ☒ Every 8 Weeks		
2 includes	Console	\$50.00	☒ (3) Year Jan 2024 to Dec 2026 ☐ () Annual Term ☐ Other		
Additional Containers- Cost per Service:					
Minimum Service Charge: \$50.00 plus 12% fuel= \$56.00 per service call				On Site	
NOTES/DIRECTIONS					
Service date(s)To Be Determined by Dispatch office once bins are delivered.					
We accept Checks, Credit Card / Debit Cards, Bill Pay and ACH. CREDIT CARD/ DEBIT CARD will have a 3% convenience fee added. Call 209-320-6600 for ACH Payments Call 800-685-9034.					

Cara DeClusin- Van De Grift

Cara DeClusin- Van De Grift 1/4/2024

Company Representative

Date

Customer Signature

Date

Terms & Conditions

- 1. Term.** This Agreement will automatically renew unless Authorized Representative gives Company written notice of termination sixty (60) days prior to expiration of the then-current Renewal Term. Company agrees that if Customer no longer requires collection, destruction and disposal of its material through discontinuance of its business, relocation outside the area in which Company provides the destruction service or similar reason, customer may terminate this Agreement upon written notice to Company at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Company.
- 2. Service Price.** The schedule of charges may be adjusted from time to time to reflect changes in service levels, disposal fees (if any), and any government mandated laws, ordinances, taxes, or licenses not presently enacted.
- 3. Customer's Duties and Liability.** The equipment shall be in possession and control of the Customer, who shall be responsible for the cleanliness and safekeeping of the same. Customer shall not overload, pry, burn, abuse, or use for other than the intended usage as storage of material to be destroyed, and shall be liable to Company for loss or damage in excess of reasonable wear and tear. Customer warrants that material placed in container or delivered to Company will not contain any hazardous or toxic material. Customer agrees to defend, hold harmless and indemnify Company against any claims, other lawsuits, and any liability for injury to persons or damage to property or the environment connected with the use and possession of the equipment by the Customer, or breach of any warranty by the Customer.
- 4. Definition of Equipment.** The word 'equipment', as used in these Terms and Conditions, shall mean all storage containers used for storage of material to be destroyed. All equipment shall remain the property of the Company. The Customer shall have no right, title, or interest in the equipment, nor shall Customer make any modifications or additions thereto, nor use it for any purpose other than as set forth herein. The Customer shall keep the equipment free and clear of all levies, liens, and encumbrances.
- 5. Material.** Customer shall not deposit material, other than the agreed-upon material to be destroyed, in the containers (i.e. no garbage, hazardous, toxic, infectious, radioactive, reactive, ignitable, or corrosive material). Title to and liability for any waste excluded above shall remain with Customer.
- 6. Limitation of Liability.** Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by the Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.
- 7. Assignment and Benefit.** This Agreement is the entire agreement of the parties and binds them and their successors and assigns, and may be modified only by a written instrument signed by both parties.
- 8. Modification.** Modification of this Agreement as to price rates, frequency of collection, service, number of pieces or capability of equipment may be made by the agreement of both of the parties, orally or in writing.
- 9. Charge and Payment.** Customer shall pay Company on a monthly basis for the collection, destruction, and recycling/disposal service provided by the Company, in accordance with the schedule of charges shown on this Agreement. Terms are thirty (30) days from date on invoice. Thereafter, a monthly Finance Charge may be imposed at a percentage rate of 1.5 from the date of invoice until paid.
- 10. Force Majeure.** Company shall not be liable for its failure to perform hereunder due to contingencies beyond its controls, strikes, labor stoppages, riots, waters, fires, acts of God, compliance with or change in laws, regulation or orders (whether valid or invalid) or any government, governmental body, or instrument thereof, whether now existing or hereafter created.
- 11. Miscellaneous.** If any conflict or difference exist in this Agreement between terms that are printed and those that are typed or written language shall prevail.



PACISTO-01

LBANKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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 License # 0M83972 Dohrmann Insurance 3415 Brookside Road, Ste 100 Stockton, CA 95219	CONTACT NAME: Certificates Department	
	PHONE (A/C, No, Ext): (209) 478-1400 FAX (A/C, No): (209) 478-1414	
	E-MAIL ADDRESS: certificates@dohrins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Golden Bear Insurance Company	39861
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Travelers Prop Cas Co of Am	25674
	INSURER D : Insurance Co. of The West	27847
	INSURER E :	
	INSURER F :	

INSURED

Pacific Storage Company
P.O. Box 334
Stockton, CA 95201

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: \$2,500 deductible BI	X		GBL1300060900	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CF1CA00392231	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP4W78071423NF	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WPL505699403	9/1/2023	9/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)

CERTIFICATE HOLDER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All entities as required by written contract prior to the occurrence of loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Other Insurance - subject to all terms and provisions of the policy, insurance as provided by this endorsement shall be deemed primary, but only with respect to work performed by or on behalf of the named insured in connection with the described project.

Other Insurance - subject to all terms and provisions of the policy, insurance as provided by this endorsement shall be deemed noncontributory, but only with respect to work performed by or on behalf of the named insured in connection with the described project.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-218

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board for Providing Pre-Release and Post-Release Reentry Services to the Currently Incarcerated Population of the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board for Providing Pre-Release and Post-Release Reentry Services to the Currently Incarcerated Population of the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the MOU.

The MOU establishes a partnership agreement between the County of Mariposa (the County), specifically the Mariposa County Sheriff's Office and the Mariposa County Probation Department, and the Mother Lode Workforce Development Board/Middle Sierra Regional Planning Unit, operated by Mother Lode Job Training (MLJT). The County and MLJT will work in collaboration to reduce recidivism by providing the pre-release and post-release jail population with education, job training and experience, and assistance with reentry into the workforce and community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County refers incarcerated persons to MLJT for employment services, but the MOU will be the first formalized partnership for those services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the MOU. The County will continue to direct the jail population to MLJT but will not have an official partnership agreement defining parties' participation in reentry services.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mother Lode MOU Reentry Services v 05-23-2024

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER:

District III Supervisor Danette Toso

AYES:

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



**REENTRY SERVICES PARTNERSHIP AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MARIPOSA, SHERIFF'S OFFICE & PROBATION DEPARTMENT
AND
MOTHER LODE WORKFORCE DEVELOPMENT BOARD /
MIDDLE SIERRA REGIONAL PLANNING UNIT
FOR
PROVIDING PRE-RELEASE AND POST-RELEASE SERVICES TO THE CURRENTLY
INCARCERATED POPULATION OF THE MARIPOSA COUNTY JAIL**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 4th day of June 2024 by and between the County of Mariposa, ("County"), and the Mother Lode Job Training ("Agency").

WITNESSETH:

WHEREAS,

This Partnership Agreement is entered into by and between the following partners:

Mariposa County Sheriff's Office, Probation Department, and Mother Lode Workforce Development Board (MLWDB)/ Middle Sierra Regional Planning Unit (MSRPU) operated by Mother Lode Job Training (MLJT).

Nothing in this Partnership Agreement should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating partners; and

WHEREAS,

The mission is to reduce recidivism by providing Pre-Release Services and continued Post-Release Services for the currently sentenced, incarcerated population of the Mariposa County Jail, creating opportunities to build the skills needed to be successful upon their reentry into society and the job market. To improve their qualifications for apprenticeship programs, community college career programs, vocational training, and direct job placement, comprehensive support as well as workforce development program strategies will be made available to this population. Partners will link pre-release education, job training, job search, and work experience to post-release jobs by fostering a system of coordinated service delivery addressing specific barriers to employment; and

WHEREAS,

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

1. PURPOSE

Through various blended and braided workforce development reentry-focused funds, MLJT will endeavor to accomplish the major objectives of the Mother Lode Workforce Development Board's Regional and Local Plans in order to reduce recidivism, reduce victimization, facilitate reintegration and enhance public safety. Workforce development partners will provide focused services to the reentry population to ensure:

- Fostering demand-driven skills attainment. Workforce and education programs will align program content with priority industry sector needs to provide employers with the skilled workforce needed to compete in the global economy.
- Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs will be accessible to all and ensure that everyone has access to a marketable set of skills and the level of education necessary to ensure economic self-sufficiency and security.
- Aligning, coordinating, and integrating programs and services to economize limited resources while also providing the right services to clients, based on each client's particular and potentially unique needs to facilitate successful skills attainment, program completion, reentry, and employment.

2. TERM

This Partnership Agreement and MOU shall become effective as of the date first written above and will remain in effect through December 31, 2025. Renewal of the agreement will be automatic contingent upon continued funding.

3. COUNTY'S RESPONSIBILITIES

The County's responsibilities to this project will consist of staff time and facilitation of program services to eligible clients housed within Mariposa County Jail and after their release. County staff will cooperate with MLJT staff to ensure that all clients are referred to and have relevant information and access to approved resources available to successfully navigate training, education, and job opportunities. The County will agree to information sharing and tracking of post-release participants, including risk assessment data if available, recidivism information and current location. The Probation Department will facilitate coordination with the Community Corrections Partnership, providing information about the program to the courts and public defenders as an option for successful participation in the program to be connected to early release agreements.

County Jail staff will assist MLJT staff by making referrals of eligible inmates and providing the resources, time and space for group training, one-on-one counseling, and pre-vocational services.

Security for MLJT and partner/training provider staff, internet access, and approval of staff tools and equipment necessary to provide services (such as laptop, signature pad, etc.) will be provided by the County. Relevant case management information will be provided by County Sheriff, Probation, or other law enforcement designee for use within the P2EJobs safe-listed internet-based system, www.p2ejobs.com, to register, enroll and gather measurable strengths and goals and communicate needs-assessments along with education and training history. Relevant case management details may be, but are not limited to:

- Release dates
- Sentencing information
- Assessment results, 6 months or newer (i.e., TABE, Career Assessments, Risk Assessments)
- Other program curriculums or documents, such as substance abuse
- Identification records
- Local Area release location for referrals
- Recidivism data including records of any arrests and convictions of program participants

The use of this information will be to build a participant employment/training plan as well as to facilitate access to needed services, further education and/or training referrals, and job placement strategies, both pre and post release, and to track recidivism.

4. AGENCY'S RESPONSIBILITIES

The Agency's leveraged contributions include staff time and provision of on-site resources granting participants access to current job listings, employer recruitments, and valuable workshops. Agency staff will perform all aspects of case management and work with participants to develop an employment and training plan, deliver job coaching strategies and appropriate supportive services, address barriers to employment, and provide access to occupational training pre- and post-release, work-based learning, and employment opportunities post-release. The Agency may contract with specific training providers for Occupational training provided through in-person, correspondence-based, and/or safe-listed online training. It is the responsibility of the Agency to ensure that such providers comply with County stipulations for the purposes of ensuring public safety and adherence to regulations. Agency staff will report services, progress, and outcomes in appropriate databases.

A sample month of activities follows:

Sample Schedule- A Month of Pre-Release Services

WEEK ONE: ONBOARDING/ NEEDS ASSESSMENTS / CAREER PLANNING SERVICES

- Orientation to services and eligibility determination.
- Registration, enrollment into P2Ejobs.com, and possible WIOA enrollment.

- Individual Needs Assessment: one-on-one discussion with participant resulting in objective assessment of strengths and barriers.
- Complete Educational and Career Assessments including the Test of Adult Basic Education (TABE) and CAPS/COPS/COPEs which together assess academic levels, basic skills, interests, values, aptitudes, and developmental needs.
- Review assessment results and begin career research utilizing local labor market information (LMI). Establish an individualized, realistic, and attainable career path.
- Create an individualized plan for mitigating barriers: lack of identification, child support obligations, housing needs, recovery programs and support, transportation options, employment and training programs, food, clothing, protective and restraining order assistance, educational needs, etc.
- Compile discoveries and case notes into real-time Individualized Development Plan (IDP) and/or an Individualized Employment Plan (IEP).

WEEK TWO: EXCELLING IN THE WORKPLACE

- Complete Curriculum: Ready to Work Essential Skills Training by Dr. Scott McClure and Blueprint for Workplace Success - A Guide for Employment Preparation by Milt Wright and Associates. Incentives tied directly to curriculum completion are accumulated, to be available upon checking in with AJCC post-release.
- Learn skills regarding leadership development, interpersonal skills, conflict resolution at the workplace, communication, professional etiquette (including dress codes and co-worker interactions), ethics, diversity, decision making, work awareness, time management, follow through, dependability and job retention, social media presence.
- Discuss day-to-day realities of a worksite, pathways to promotion, wage increases, continuing education, and job retention.
- Explore pre-release education and training as needed, resulting in skills and certifications to meet industry demand. Training includes but is not limited to: High School Diploma/GED, Python/Java/C Coding, IT Management, Cisco CCNA, Sales Management, Online Social Media Marketing, Sterilization Tech, ServSafe Food Handlers, Typing Certifications, Landscaping, Fuels Management, Fire Crews, etc.

WEEK THREE: ESSENTIALS FOR GETTING THE BEST JOB

- Skills for job search, resumes via P2EJobs.com, creating a master application, job applications, cover letters, professional references, navigating technology (P2EJobs.com).
- Interviewing- what to expect, best practices, and dressing for success.
- Pre-employment paperwork, the hiring process, performance expectations, grounds for termination etc.

- Outline resources available at America's Job Centers of California (AJCC): occupational skills training, on-the-job training, work-based learning, supportive services including assistance with transportation related expenses, incentives, computer access, and the skilled staff available to assist with obtaining self-sufficiency.
- Reiterate additional resources in the community for wrap around services and make referrals for immediate connection to services upon release.

WEEK FOUR: YOUR REENTRY STRATEGY AND NEXT STEPS

- Review IDP/IEP, identify and discuss immediate steps post-release, linking to community-based organizations to assist with wrap around services that were identified in week one and are included in the IDP/IEP.
- Schedule an appointment with participant, a local AJCC staff, and the pre-release case manager; discuss post-release program expectations, co-case management strategies, and follow up services.
- Provide information on Penal Code 1203.4 expungement and provide referrals to legal assistance.
- Complete any paperwork needed for optimum positioning upon release, including claim for incentive payment to be ready at the destination AJCC, paperwork to obtain right to work documents, document completion assistance for child support, etc.
- Continue to develop goals and update progress for continuous improvement and advancement in occupational training and skill attainment until participant is released.

POST-RELEASE:

- IDP/IEP momentum started pre-release continues without pause post-release. IDP/IEP is reassessed for any barriers to employment that still need to be addressed. Participant is connected to additional training, work-based learning, supportive services, and employment.

5. TERMINATION

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

6. NON-ASSIGNMENT

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

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal

business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth by the Local Workforce Development Board (LWDB) and facilitated through the America's Job Center of California (AJCC) One-Stops and any subsequent reporting requirements as directed by the State.

9. CONFIDENTIALITY

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

10. NON-DISCRIMINATION

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

11. RELATIONSHIP OF PARTIES

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

12. NO THIRD PARTY BENEFICIARIES

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

13. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

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

AGENCY:

David Thoeny, Executive Director
Mother Lode Job Training
197 Mono Way Suite B
Sonora, CA 95370
dthoeny@mljt.org

COUNTY:

Joe Lynch, Interim County Administrative Officer
County of Mariposa
5100 Bullion Street, 2nd Floor PO Box 784
Mariposa, CA 95338

15. PUBLIC RECORDS ACT

Agency is aware that this MOU 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 Agency 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.

16. ENTIRE AGREEMENT AND MODIFICATION

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

17. ENFORCEABILITY AND SEVERABILITY

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

18. DISPUTES

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

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

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

19. CAPTIONS

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

20. COUNTERPARTS

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

21. OTHER DOCUMENTS

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

22. CONTROLLING LAW

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

23. AUTHORITY

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

Reentry Services Partnership Agreement Signatories:

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

COUNTY OF MARIPOSA

MOTHER LODGE WORKFORCE
Development Board/
Middle Sierra Regional Planning Unit

Miles Menetrey, Chair
Board of Supervisors

Dave Thoeny
Executive Director
Mother Lode Job Training/
Mother Lode Consortium

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Jeremy Briebe
Sheriff/Coroner/Public Administrator

Ryan Oliphant
Chief Probation Officer



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Proclaim May 26th to June 1st, 2024 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim May 26th to June 1st, 2024 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

More than four out of five young adults between the ages of 18 and 24 who report using tobacco note that their first product was flavored. Unfortunately, flavored tobacco is becoming increasingly appealing to children and teens with the availability of flavors like apple, strawberry, bubblegum, and candy.

The teen volunteers of the Mariposa Chapter of Friday Night Live stand dedicated in their efforts to address this wide-spread health issue and request that the Board issue this Proclamation, the first in the nation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has, historically, proclaimed other events to shine light on similar important issues.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The consequence of a negative action would be the missed opportunity to recognize an important issue.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Flavored Tobacco Education and Adv_Proclamation_FNL_Mariposa Safe Families

The Mariposa County Board of Supervisors

proclaims

May 26, 2024 - June 1, 2024 as "Flavored Tobacco Education and Advocacy Week"

WHEREAS, vaping flavored tobacco products has been proven to be both harmful and addictive; and

WHEREAS young people are one of the target populations for the tobacco companies flavored tobacco products; and more than four out of five young adults ages 18 to 24 who have ever used **tobacco** reported that their first product was **flavored**; and

WHEREAS, among youth who said they were currently using a tobacco product, 85% reported using flavored products, with fruit, candy/desserts/other sweets, mint and menthol reported as the most popular flavors; and

WHEREAS 97% of youth who vape, use flavored tobacco; and

WHEREAS flavored tobacco products are attractive to young people and in 2021 83% of 230 Mariposa County High School students reported that flavored tobacco products (such as apple, strawberry, bubblegum, candy) are more appealing to children and teens than unflavored tobacco products; and

WHEREAS, since 2018 vaping has increased 218% among middle school aged youth and 135% among high school aged youth with a potential increase in those percentages post the Covid-19 pandemic; and

WHEREAS, in January 2023, Senate Bill 793 went into effect, prohibiting merchants from selling most flavored tobacco products throughout the state of California, including local retailers in Mariposa County; and

WHEREAS, advocating to hold Big Tobacco companies accountable, and limiting access to flavored tobacco products will reduce youth use of and addiction to tobacco products; and

WHEREAS Mariposa Safe Families, the Mariposa County Friday Night Live Partnership and our partner agencies are dedicated to the well-being of all students and youth that we serve; and

WHEREAS it is critical to the health, safety and well-being of our local youth and greater community that they (all Mariposans) are educated and made aware of the dangers associated with flavored tobacco use.

NOW, THEREFORE BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims support for efforts set forth by the Mariposa Chapter of Friday Night Live to eliminate access to flavored tobacco products by youth and support educating the Mariposa community on the dangers associated with using flavored tobacco by proclaiming May 26, 2024-June 1, 2024 as **"Flavored Tobacco Education and Advocacy Week."**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of June 2024, 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: June 4, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Proclaim the Month of June 2024, as "Elder and Dependent Adult Abuse Awareness Month" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of June 2024, as "Elder and Dependent Adult Abuse Awareness Month". (Board Chair)

As the number of older adults continues to grow, we may see more elderly and dependent adults becoming vulnerable to financial abuse, physical abuse, or neglect. Every month in California, as many as 50,000 cases of elder and dependent adult abuse go unreported. For every reported case of elder or dependent adult abuse, as many as four go unreported. World Elder Abuse Awareness Day is on June 15th, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically approve similar proclamations to raise awareness in the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County would miss out on an opportunity to acknowledge and spread awareness in our community regarding elder & dependent adult abuse and prevention methods.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Elder and Dependent Adult Abuse Awareness Month Proclamation Certificate

The Mariposa County Board of Supervisors
Proclaims the

Month of June 2024

as

**“Elder and Dependent Adult
Abuse Awareness Month”**

To help raise awareness of Elder and Dependent Adult Abuse in our community. We encourage all our residents to be aware of the signs of abuse in order to help the most vulnerable residents of Mariposa County Communities.

Dated: June 4, 2024

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE, District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Approve Minutes of December 13th and 14th, February 6th and 20th, March 5th, 12th (Regular), 12th (Special), 19th and April 2nd, 3rd, 9th, 16th, 31st and May 1st

RECOMMENDATION AND JUSTIFICATION

Approve Minutes of December 13th and 14th, February 6th and 20th, March 5th, 12th (Regular), 12th (Special), 19th and April 2nd, 3rd, 9th, 16th, 31st and May 1st

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the minutes will remain in draft status.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. CA1213and142023 - DRAFT
2. CA020624 - DRAFT
3. CA02132024 - DRAFT
4. CA022024 - DRAFT
5. CA030524 - DRAFT
6. CA031224 - DRAFT
7. CA031224 Special Meeting - DRAFT
8. CA031924 - DRAFT
9. CA032824 - DRAFT SPECIAL
10. CA040224 - DRAFT SPECIAL
11. CA040324 - DRAFT SPECIAL
12. CA040924 - DRAFT
13. CA041624 - DRAFT
14. CA0430 and 050124 - DRAFT



Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES DECEMBER 13 AND 14, 2023

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

Chair Menetrey called the special meeting to order at the Masonic Lodge, located at 5154 Jones Street.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Study Session

Chair Menetrey introduced Angela Nicholson of Nicholson Strategic Services LLC. as the moderator for the two-day study session. Chair Menetrey also noted several Department Heads were in the room to participate.

1. Administration

Conduct a Study Session Concerning the County Strategic Plan (Start Time 9:00 AM, at Masonic Lodge - 5154 Jones Street, Mariposa, CA 95338) (Open to the Public) (Item will be continued to December 14th, 2023, beginning at 9:00 AM at the Same Location)

December 13th, 2023 - Begin at 9:00 AM and will recess at 5:00 PM.

December 14th, 2023 - Reconvene at 9:00 AM and adjourn at 4:00 PM.

Ms. Nicholson began the study session. One public member was present, but no public comment was

received.

5:20 PM Chair Menetrey recessed the Study Session and noted they would reconvene the following morning at 9:00 AM in the same location.

9:00 AM (December 14th, 2023) Chair Menetrey reconvened the study session with Supervisor Forsythe excused.

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

The day's session included the board, county counsel, county administrative officer, and the clerk of the board. There was no public comment. Ms. Nicholson began the study session.

D. Adjournment

3:21 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES FEBRUARY 6, 2024

A. 9:01 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order, noting Supervisor Toso was excused. Supervisor Toso entered right before the Pledge was called.

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	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Steven Ward/Cal Fire/Mariposa Cal Fire Division Chief introduced Adam Rowe/Battalion Chief 4212 for the Mariposa Area. Chief Rowe noted he loves this community and looks forward to serving it.

Gil Perisol/Commander California Highway Patrol (CHP) introduced the Public Information Officer/Community Outreach Officer. Steven Mullen introduced himself noting he has worked in the community for 6 years now. he noted the board will see him more often.

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

Chair Menetrey read the consent notice and noted that CA.8, CA.10, and CA.12 required a 4/5th vote.

Public comment was received by Mike Brusa/Bear Valley, who commented on CA.1, CA. 2, and CA.5. He noted he has been commenting on CA.1 for months, and the Board knows his position. He also noted he saw a news article about California settling with a group of parents who sued for the school being out. He said this is a way liability gets perverted, noting the State settled as it met its goals. He thanked the Board for their recognition of the Tribe in CA.5. Lastly, on CA.2, he noted his disappointment that this item was on the consent agenda and not the regular agenda.

Jermey Briese/Sheriff commented on CA. 16 giving a shout out and accolades to the county partners who helped in seeking these funds out. He expressed how much it will help the Jail system and how the county integrates.

Steve Engfer/Planning Director, commented on CA 3, thanking the Board for moving this forward expeditiously. He noted Mr. Brinkman has been great to work with.

Supervisor Smallcombe commented on CA. 2, which resulted in the item being pulled for an amendment vote.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. Administration

Appoint Mike Brinkman as Interim Director of the Building Department Effective December 12, 2023

CA4. Agricultural Commissioner

Approve the Exotic Pest Detection Trapping Agreement No. 22-1694-021-SF for FY 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Board of Supervisors

Approve a Letter of Support for the Henness Ridge Acquisition and Tribal Stewardship Initiative; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. Clerk of the Board

Approve the December 12th, 19th, 2023, and January 9th, 2024, Board of Supervisors Meeting Minutes

CA7. Fire

Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/II Position in the Mariposa County Fire Department

CA8. Health and Human Services Agency

Approve and Accept a Grant Award from the Center at Sierra Health Foundation (SHF) in the Amount of \$1,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the HEARUS Budget to Implement the Grant Agreement with SHF (\$1,000,000) (4/5ths Vote Required)

CA9. Health and Human Services Agency

Approve the Submittal of the Board of State and Community Corrections (BSCC) Grant Application for \$1,250,000 to Increase Infrastructure for Behavioral Health Services to the County's Justice Involved Population; Authorize the Health and Human Services Agency (HHS) Director to Sign the Application to be Submitted Via the Grant's Online Portal; and Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel)

CA10. Health and Human Services Agency

Approve Second Amendment to the Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Congregate Nutrition Services Budget Receiving Unanticipated Funds \$99,871 (4/5ths Vote Required)

CA11. Library

Approve Operating Hours for El Portal Library Branch

CA12. Library

Accept Grant Award from the California State Library in the Amount of \$20,663; Ratify the Librarians Signature on the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant (\$20,663)

CA13. Planning

Accept Resignation and Recognize the Service of Jessica Thompson on the Merced River Trail Community Working Group

CA14. Public Works

Approve an Agreement with Sierra Communications and Construction Inc. for the Gateway Enhancement Elements Project in the Amount of \$630,323; and Authorize the Board Supervisors Chair to Sign the Agreement

CA15. Public Works

Decline the Option to Purchase Hanger #36 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

CA16. Sheriff's Office

Approve the Implementation Plan for the PATH Round 3 Grant; and Authorize the Sheriff to Submit and Sign any Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA17. Sheriff's Office

Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2024-2025; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

CA18. Treasurer/Tax Collector/County Clerk

Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations 18730 that Constitutes the Mariposa County Conflict of Interest Code

E. Items removed from Consent Agenda

CA2. Administration

Approve the 2024 Legislative Platform

AMENDMENT: 1st paragraph human wellness page 14 - mental health services fund - strike and insert Behavioral Health Funds. Fourth Paragraph down, insert the Master Plan on aging and encouraging strong rural voices on state committees.

RESULT: Adopted as Amended (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer noted Dr. Keheley gave birth to Krew Keheley, and they are safe at home. He also shared an update on his letter of resignation. He will be taking on a new position in Sacramento and there is an MOU in process for him to work here one day a week. He noted they are working with the County Administrative Officer on those details.

Joe Lynch/Health and Human Services Agency Director explained why some unique board items are coming

before the Board. He noted the Sierra Health Foundation is a third-party administrator from the State. He noted the unanticipated revenue is due to mid-year changes from the State. He noted it's a good thing, as it means we are doing well with their programs. He noted that grants are essential as HHSA received \$18 million in grants, which lessens the amount of money needed from the General Fund.

Leigh Westerlund/Assistant County Administrative Officer, noted that the Administration would be back before the Board in two weeks with balancing adjustments. She notes they are managing over 225 funds. She noted balancing adjustments are generally done in September or October but are currently behind. She expressed that the County is \$4.8 Million short than we started off. She noted it is a standard general budgeting process to assume a starting balance. She expressed their surprise as they had budgeted conservatively. She expressed that what they know of how this position arose was the making of reserve contributions on the balance sheet and not the operating system, fluctuations as the Auditor's Office gets caught up. She also expressed that TBID was included in the progress reports when it should not have been, as well as TOT being \$3 million less than the previous year. She expressed that this is not a crisis, and it could be worked through. She noted she has heard indirectly about challenges individuals are having with Oracle; she expressed that they have worked to provide resources and believe the issues/problems are opportunities. She noted they cannot assist if they do not know what is going on. She noted Oracle isn't perfect and can be clunky. She is hopeful that the system can be made what the County needs. She noted teamwork is tantamount. In response to Supervisor Smallcombe, Ms. Westerlund noted there is an ERP helpline for staff to use, as well as monthly calls that take place for staff to get assistance. In response to Supervisor Poe, Ms. Westerlund noted they would be budgeting a starting balance of \$0 so this issue does not happen this upcoming year. In response to Supervisor Forsythe, Ms. Westerlund noted that she had felt implementation was further along, but as she heard more comments that it is not, she noted they are working on an accounts receivable module, and once it is fully implemented, felt the county would be around 85% implementation.

Sheriff Briesse updated the Board, noting they received 1,197 calls for service in January. He noted that the Jail stayed consistently busy with 50 jail bookings. He expressed that the Office continues to receive curve balls. He noted an incident in the Bear Valley area where an individual shot at another as the individual got close to the property, which was an illegal marijuana grow. He noted the subject did flee, and they recovered multiple illegal firearms. He expressed his concern for the area where this took place as it is an area with spotty cell service where people go to hunt and go four-wheeling, including teenagers. He noted he wanted to make the public aware that they will go at this full force. He noted another incident where an individual pulled a firearm and shot rounds into a local bar. He noted no one was injured, but the bar had patrons in it. He announced a missing persons case; the missing individual's name was Crystal Blackburn, and it is actively being worked on. He encouraged the board and the listening public that if they knew anything, to call the Sheriff's Department. He announced an unfortunate event involving juveniles and thanked the High School for their cooperation. Sheriff Briesse gave positive news, noting the Mariposa Sheriff's Foundation is set up to support not only the Sheriff's Office but also the Animal Control Unit. He announced the Sheriff's Foundation Gala and noted he is seeing a lot of positive outcomes.

Danielle Bondshu/Clerk of the Board, left the room at 9:59 AM, and Katherine Slenders/Deputy Clerk of the Board II, took over as clerk.

Wes Smith/Mariposa Office of Emergency Services updated the Board on the Oak Fire and late flooding and snow events. He noted these events have caused nearly \$17 million in significant expense, with \$4.2 Million already being expended and the other \$5.5 Million to be expended on projected repairs. He noted receiving money from FEMA can be a long and difficult process. He noted he hoped the monies would be here before

the end of the fiscal year.

Ms. Slenders stepped away at 10:07 AM and Ms. Bondshu returned as clerk.

In response to Supervisor Toso, Sheriff Briese noted yes, there is a 501C3 in place for the foundation.

Jacob Hawley/Mariposa Visitors Center updated the board with a year-end update. He noted they were still down from pre-COVID years. He thanked the AmeriCorps and Master Gardeners for the work done in front of the visitors center. Chair Menetrey noted soon the Gateway elements will be going in as well.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa, who discussed upholding the constitution and Declaration of Independence. He noted that ten years before the revolution, the patriots were fighting to maintain the constitution as part of the English tradition. He then discussed the difference between being a Hamiltonian and a Jeffersonian.

H. Regular Agenda Items

10:18 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:26 AM.

1. Administration

Approve Memorandum of Understanding (MOU) with the Office of the State Public Defender; and
Authorize the Board of Supervisors Chair to Sign

Dallin Kimble gave the staff report. Leigh Westerlund noted that a Request for Proposals (RFP) was one of the first jobs she was requested to do when hired. She noted the goal is to ensure every dollar is spent as efficiently as possible.

Bridget Lee Brady/Attorney Office of State Public Defender gave a brief introduction of herself and noted she looks forward to working with the Board if the item is approved. She noted the report would involve stakeholders and would assist in identifying gaps. In response to Supervisor Smallcombe, she noted the report would be ready in six to nine months.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

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

2. Planning

Discussion and Direction Regarding the Microenterprise Grant Program and the Presentation of
Business Applications

Will Fassett/Community Design and Development Planner gave the staff report. He noted he recommends the second option which is to have the Economic Development Council (EDC) Chair present the six recommended applications to the Board. No public comment was received.

Board discussion ensued.

DIRECTION: The Board chose the recommended Option 2; The Board directs staff to bring an item forward for February 20th for a presentation from the Chair of the EDC with the recommendation of six applications.

RESULT: DIRECTION GIVEN

3. **Building**

Waive the First Reading and Introduce an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

Mike Brinkman/CSG/Interim Building Director gave the staff report.

Public comment was received by Mike Brusa, who noted this Ordinance has reference to the declared shelter emergency. He noted it shows they are diverging from what they would ask normal homeowners to do. He stated this is "stealth stuff". He noted the Board is always passing things that no one comments on. He noted this will have consequences.

Chair Menetrey noted this would help terminate the local emergency.

Andrew Carter/Division Director of Administration HHSA noted yes, these will bring the pallet homes to the shelter site. Joe Lynch noted the county strives to do things legally, ethically, and morally. He expressed that this would enable the County to say no camping on county property.

Board discussion ensued.

RESULT: ORDINANCE INTRODUCED

4. **Administration**

Approve the Change of Allocations in the Planning Department to Reduce the Senior Community Design and Development Planner by one (1) and Increase the Community Design and Development Planner I/II by One (1), Effective December 3, 2023

Dallin Kimble gave the staff report. No public comment.

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 IV Supervisor Forsythe, District II Supervisor Poe

5. **Agricultural Commissioner**

Approve the Allocation of an Agricultural Program Specialist (Wildlife Services) I/II/III Position in the Agriculture, Weights and Measures Department, Effective May 1, 2024, with a Salary Range of \$49,140.00 - \$73,114.08; Approve a Job Description for this Position; and Approve a Notification of Cancellation for Contracted Services to the United States Department of Agriculture (USDA)

Monica Nielsen/Agricultural Commissioner gave the staff report. In response to Supervisor Forsythe, Ms.

Nielsen noted that everything will be done within the bounds of the State and Federal laws.

Board discussion ensued.

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

6. Board of Supervisors

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Menetrey)

Supervisor Smallcombe gave the staff report. She noted that since the conversation on January 9th, 2024, the board members have received a lot of feedback, and she and Chair Menetrey have had many discussions with the auditors' staff. Supervisor Smallcombe asked Joe Lynch/Health and Human Services Agency Director to come to the podium and share the struggles he has had with the current situation.

Mr. Lynch noted the Auditor's position is one of the most important elected officials. He noted the impact he has seen is the day before the meeting, he received a call from Calaveras Mariposa Community Action Agency (CMCAA) who stated they received a cease and desist from the State, noting they are not to provide funding to our county until we can provide the overdue required documents. He noted this lost the County \$100,000 of funding. He noted this is frustrating for him and his staff as it makes it look like the County cannot pay their bills. He noted his frustration in the fact that we are still in the same place the County was on January 9th. He urged the Board to put together a plan that can be shared with partners.

Luis Mercado/Auditor acknowledged the Board's concern, noting he agreed. He noted he is willing to work with the Board and departments to get out of the situation. He urged the Board to not make any long-term structural changes, noting he felt it would look like a power grab. He felt this way after an item sponsored by Supervisor Poe to address the County Administrative Officer's power and authority was moved to a later date and did not appear on a published agenda. He also wanted to address a comment made, noting it is unfair to point out the inefficiencies in his office without acknowledging everything his office had and continues to shoulder. He went into issues they have had to figure out on their own without needed assistance. He also noted that not having a fully function Information Technology (I.T.) and Human Resources (H.R.) had its impact as well. He noted he did not want to pick a fight with the Board or Administration, but the situation requires good faith, transparency, and communication from each side.

Public comment received by Sheriff Briese who wanted to express his point of view. He felt is was unfortunate to see the Auditor under fire. He noted the Auditor is an elected and his position is to provide check and balance. He noted he was not pointing fingers, but Supervisor Smallcombe had noted the need for a mechanism, and he felt that it was already in place with the County Administrative Officer. He noted from the outside looking in, there is a break down in Administrations ability to communicate with the Auditors office. He noted many compounding effects to the current issue we are in. He noted as a County we needed to find solutions together to identify solutions. He further expressed that seeing another elected official under fire is

unhealthy. He noted he fully supports the Auditor and noted he felt he had been dealt a raw hand.

Keith Williams/Retired Treasurer/Tax collector/County Clerk noted the Auditor's Office has been dealt a tough break from bringing in Oracle as well as a new tax system. He noted he felt a lot fell to the Auditors Office and they are being unfairly blamed. He noted he felt contracting with a CPA firm was a good idea. He noted elected officials is a separation of duties but they still need the tools to carry out their functions. He further noted any organizational change would be adding fuel to the fire.

Jenni Kiser/Resident noted she felt the Board was being reactionary. She noted there is likely more discovery as the process is moved through. She noted she felt it was hasty to consider any conversation about a structural change. She acknowledged its ideal for our community to get the audits done. She noted the did not know Luis but providing his with support is ideal. She expressed keeping it an elected position is ideal. She ended with reminding the Board to not be reactionary. She noted the importance of supporting the departments and their needs. She also asked the Board to not make any hasty decisions.

Lorraine Freeman/Phone Caller noted the roll out of Oracle was done badly including training, etc. She felt the Board was given false information from the County Administrators Office. She believed the Auditor's office tried to fix the issues.

Public comment was closed and brought back to the Board.

Supervisor Smallcombe thanked the individuals who made comments, and she emphasized this was not an effort to point blame. She noted there are a lot of individuals who share the fault for the situation the County is in. She expressed the Board is part of that number and noted they had not anticipated the need to allocate responsibilities and are now looking at those areas. She emphasized this was not a blame game but a way to have a conversation to move forward and develop a plan. Supervisor Forsythe noted the Auditor's Office had no issues prior to Oracle. He said he doesn't blame them for a system that cost millions. He also acknowledged it does not behoove the Board to appear as if they are making a power grab. He noted the auditor is in the middle of the battle, the Board should not change battle plans now. Mr. Mercado noted he met with Supervisor Menetrey and Smallcombe and noted March 21st, 2024, is the expected delivery date for FY 21/22 and June 30th, 2024, for the FY 22/23 audit.

Mr. Mercado clarified that Smith and Newell are not assisting the office in getting caught up. He explained they are doing the audits. He noted he has tried a few avenues, like hiring an outside accountant, but noted it did not help or work out. He noted if there is an outside firm that could help, it would be great, but he noted they needed to be able to hit the ground running, as he cannot train someone as it takes more of his time.

Supervisor Toso asked Mr. Mercado to explain what he needed. She wondered if he needed more training. Mr. Mercado noted in response that he did not need more training; his staff are the trainers in Oracle. He expressed the need for a programmer to help with Oracle and adequate resources. He also noted the need for someone other than him and his staff to train Oracle users.

Supervisor Poe expressed his deep frustration. He noted he and Mr. Mercado do not know each other and noted what he was bringing to the Board had nothing to do with the current situation. He noted if the item is brought forward the discussion he hoped to bring will be had. He said he is not going to be an attacking type of person. He asked if there were issues when Oracle was rolled out and why they weren't addressed. He also noted he felt he had not been getting accurate information as a supervisor. He noted his disdain for that due to needing the correct information to make informative decisions as a Board member. He remarked that the situation has gotten to the point that it is impacting people and programs. He expressed his want for a

solution.

Chair Menetrey noted that the subsequent meeting after the January 9th discussion was incredibly informative. He noted he felt the document he received from the Auditor and his staff at the previously mentioned meeting was the road map to the direction that needed to be made. He noted the Auditor's Office should not be responsible for training individuals on how to use the system. He noted Supervisors needed to be trained on timecards and accounts payable. He also urged the importance of employee onboarding training. He noted the Auditor's Office shouldn't be responsible for training other employees. He expressed his concern about the lack of training as he noted he had heard from many that the training for Oracle wasn't sufficient. He also expressed he is not on board with changing the structure of his office.

Mr. Mercado noted there is an ERP helpline. He noted his staff member Matt will be doing training in that meeting. He then noted that he was asked to help pull data from the legacy system; she remarked he didn't feel he needed to be involved, and it wasn't on their list of duties.

Chair Menetrey noted they needed to identify who could take over these duties so the Auditor's Office could focus on what they are meant to do. He noted it seemed tasks had fallen to his office that shouldn't have. He apologized to Mr. Mercado as he didn't feel he should be receiving the heat. He noted there are so many factors to the issues the County is facing that go beyond just not having the audit done. He expressed that the Auditor should not be carrying the ball on Oracle.

Supervisor Smallcombe noted she covered much of what has been said in the memo. She noted steps have been taken to assist. She noted further that Administration and Human Resources would spend more time onboarding employees. She noted in the discussion that Mr. Mercado brought up the support the Auditor's office has for Court employees. She said there are several issues, and there have been many conversations. She expressed that the issues need to be known and that the resources necessary to move forward need to be defined.

Dallin Kimble noted that blaming the software is oversimplifying the issue. He noted there is more going on. He expressed that the Auditor was on the steering committee where there is shared communication. Mr. Kimble pointed out that in 2023, there were issues expressed to the Board. He noted they have tried to communicate and will continue to work towards it. He said they have added positions to the Auditor's Office, Admin staff time, and other resources to help assist. He noted the Auditor had rejected all the attempts to assist. He noted his department is trying to run interference. He noted he and his staff need to let them know the issues. He expressed his thought that the biggest problem was people not speaking up.

Chair Menetrey read a text message from a department head: "We have been screaming about the issues, and Leigh and Cindi can no longer help. Get us someone else." Mr. Kimble responded, noting he needed to know about it or that he could not do anything to help.

Supervisor Smallcombe noted she didn't feel we could just bring in a consultant and say, "Fix it." She expressed the need for the Board to understand what is going on and how we are going to deal with it. She noted robust conversations needed to be had about specifics. She also noted plans needed to be communicated. She expressed to Mr. Mercado that she heard him say Matt volunteered to train; she stressed that if he didn't want his staff training others, then he needed to be the one to say no. She expressed the need to peel away the non-essential functions that take up their staff time.

Mr. Mercado noted that his dilemma is everything flows through his department. He noted the prep work needed to be done by someone else to ensure everyone had the correct training. Supervisor Smallcombe noted she agreed there are many who cannot say no as they are dedicated to their service. Mr. Mercado

noted that is the issue, he takes on too much. He acknowledged it was a deficiency in leadership, not saying no.

Further Board discussion ensued.

DIRECTION: The board directs the Administration and the Auditor to send out a County Wide email noting that all training or oracle questions need to go to the administration. Supervisors Menetrey and Smallcombe are to come back with a written plan no later than mid-March on how to move forward.

RESULT: DIRECTION GIVEN

7. Clerk of the Board

Approve the January 16th, 2024, Board of Supervisors Meeting Minutes

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

RESULT: Adopted (UNANIMOUS)

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

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

8. Clerk of the Board

Select a Board Member to Serve as Temporary Chair of the Board of Supervisors for the February 13th, 2024 Board Meeting

Danielle Bondshu gave the staff report. No public comment.

SELECTION: Select Supervisor Toso as the temporary Chair.

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

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

I. Closed Session

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

1:03 PM Chair Menetrey recessed the Board into a closed session.

1. County Counsel

CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b)

(1) Title: Deputy Sheriff Industrial Disability Retirement Application

RESULT: CLOSED SESSION HELD

2. **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

Report Out

2:32 PM Chair Menetrey reconvened the Board meeting and reported that during both closed session items, information was received and direction was given.

J. Board Information

None.

K. Adjournment

2:33 PM Chair Menetrey adjourned in memory of Darin Wass.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES FEBRUARY 13, 2024

A. Call to Order and Roll Call

9:02AM Danette Toso, Temporary Chair (Res. 2024-053) called the meeting to order, advising Supervisor Menetrey and Supervisor Smallcombe are excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Excused	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	9:00 AM

B. Pledge of Allegiance

Temporary Chair Toso led the pledge.

C. Introductions

None.

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

Public Comment: Mike Brusa/Bear Valley, commented on CA.1 noting he was hopeful the Item would be removed from the consent agenda soon. Close Public Comment.

Supervisor Poe requested item CA.5 be removed from the consent agenda for a longer discussion.

RESULT: Adopted
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District II Supervisor Shannon Poe
AYES: District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District I Supervisor Smallcombe, District V Supervisor Menetrey

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Board of Supervisors

Proclaim the Month of February 2024 as “Teen Dating Violence Awareness and Prevention Month” (Kaitlyn Wardle - Mountain Crisis Services)

CA3. Health and Human Services Agency

Approve an Updated Grant Agreement with the United States Department of Agriculture (USDA) for the Community Facilities Grant; and Authorize the Health and Human Services Agency Director to Sign the Updated Agreement

CA4. Health and Human Services Agency

Approve an Agreement with Frontier Nursing University, Inc. for a Clinical Affiliation Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. Health and Human Services Agency

Approve an Agreement with Oracle America, Inc. for Behavioral Health Archival Remote Hosting; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. Planning

Appoint Christopher Lowey and Shelley Cummings to the Code Compliance Advisory Committee to Fill Positions with Partial Terms that Expire February 28, 2025, and Appoint Nancy Cordero to the Code Compliance Advisory Committee for a Term that Expires February 28, 2026

CA8. Public Works

Approve an Increase in Extra Help hours from 999 to 1300 in the Public Works Department-Facilities Division

CA9. Air Pollution Control District (APCD)

Accept Grant Award in the Amount of \$23,936 from (G23-CAPP-15), AB617, and CARB to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement Requirements; and Ratify the Air Pollution Officers Signature on the Grant Agreement

CA10. Air Pollution Control District (APCD)

Accept Grant Award from G21-PBRM-12-2 with the California Air Resources Board (CARB) in the Amount of \$10,000 for Prescribed Burn Reporting and Monitoring; and Ratify the Air Pollution Officers Signature on the Grant Agreement

E. Items removed from Consent Agenda

CA5. Health and Human Services Agency

Approve an Agreement with Winters Cleaning and Stove Works in the Amount of \$375,400 for Wood Smoke Reduction Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Joe Lynch/Director of Health and Human Services (HHSA) gave staff report.

Supervisor Poe requested clarification on the pricing, stating \$375,400 being spread to the constituents doesn't seem to be enough to cover the price of a stove and the materials to create an operable wood burning stove.

Mr. Lynch stated there are different amounts of money that will be allocated to the qualifying homes. Including an enhanced incentive and a standard incentive to families. Mr. Lynch noted every family will be eligible for some kind of assistance through this program, no matter what their income, to offset the cost for the homeowner.

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

F. Departmental Presentation

Shannon Hansen/Public Works Director gave an update on the Croaker Contract that is taking place on 6th street/Hwy 140 and hwy 49/Hwy 140, noting they have run into a few issues with Caltrans but hope to have the project running soon. Ms. Hansen noted public works and the County PIO have been pushing out information through the County Website, Facebook and the local newspaper to keep the public informed.

Kari Kisela/Chamber of Commerce noted the 2024 Annual Chamber Business Awards will be held on Saturday, March 23rd, 2024 at 5:00pm located at Tenaya Lodge. Noting tickets are on sale at Mariposachamber.org.

1. Clerk of the Board

Handouts February 13th, 2024; Handouts Received During Departmental Presentations

G. Public Comment on Non-Agenda Items

9:31AM Mr. Brusa commented on the importance of the Declaration of independence and the Bill of Rights.

9:58AM Public Comment was re-opened due to technical difficulties. Public Comment was received by phone line by an unnamed constituent noting steps on how to choose a program to replace Oracle. They also noted the county should be careful when choosing a new program and they believe all stakeholders should be present in the decision-making process.

Close public comment.

H. Regular Agenda Items

1. Fire

Receive a Presentation by Mariposa County Fire Advisory Committee (MCFAC) 2023 Chair, Providing an Update on MCFAC's Activity and Progress in 2023

Steve Ward/County Fire Chief, Gave staff report. No public comment received.

2. Fire

Receive a Presentation Regarding the Updated Mariposa County Community Wildfire Protection Plan (CWPP); and Adopt the Updated Plan

RESULT: WITHDRAWN

3. Administration

Approve the Allocation of a Second Supervising Probation Officer Position in the Probation Department Budget, Effective Immediately; and Approve Budget Action Transferring Funds within the Probation Department to Fund the Position (\$59,099)

Chris Ferbrache/Human Resources Admin/Gave staff report. No public comment received.

RESULT: Adopted

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District I Smallcombe, District V Supervisor Menetrey

4. Administration

Approve the Modifications to the Water Safety Instructor/Swim Instructor Classification in the Parks and Recreation Department, Effective Immediately

Mr. Ferbrache gave staff report. No public comment received.

Mr. Ferbrache clarified the training will be comparable with what was previously taught in the Parks and Recreation Department, noting the training will be inhouse instead of having individuals travel up to 8 hours for training.

Ms. Hansen noted the Red Cross was backing away from training water safety, and it was getting difficult to find training for swim instructors. The Parks and Recreation Department reached out to surrounding counties to find the best way to implement training for staff prior to this item coming to the board.

RESULT: Adopted

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EXCUSED: District I Smallcombe, District V Menetrey

I. Board Information

None.

J. Adjournment

10:15 AM Temporary Chair Toso Adjourned in memory of Lawrence Turnquist, Jennifer Smitherman, Susan Philips, Jerry Brownell, and Dwight Glenn.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danette Toso
Temporary Chair (Res. 2024 - 53)
Board of Supervisors



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES FEBRUARY 20, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda notice and noted CA. 7 requires a 4/5th vote. No public comment.

RESULT: Adopted (UNANIMOUS)

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Board of Supervisors

Approve a Letter of Support to Endorse AB 1803, a Critical Legislative Measure Dedicated to Improving the Restitution Process for Victims of Human Trafficking; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA3. Board of Supervisors

Approve a Letter of Support for the Yosemite Area Regional Transportation System (YARTS)'s Request for Community Project Funding through the Fiscal Year 2025 Appropriations; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA4. Clerk of the Board

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2023.

CA5. Clerk of the Board

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023

CA6. Clerk of the Board

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

CA7. Health and Human Services Agency

Ratify the Approval Funding Application (AFA) for FY 23/24 California Home Visiting Program (CHVP) in the Amount of \$410,356; Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Public Health Budget; and Authorize the Health and Human Services Director to Sign the Funding Agreement and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required)

CA8. Planning

Appoint Hal Nolen to the Housing Programs Advisory Committee as a Member with a Term Expiring February 28, 2027

CA9. Public Works

Approve Task Order No. 6 with The KPA Group in the Amount of \$151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign

the Task Order

CA10. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit fee of \$206 for the 46th Annual Indian Gulch Run in Hornitos on March 3, 2024, Beginning at 8:30 am

CA11. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit fee of \$206 and Road Closure of 9th & 10th Streets Between Jones & Bullion Streets for the Art, Wine, & Wheel Festival on the Courthouse Lawn May 25, 2024, from 11:00am to 5:00pm

CA12. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206 for the 75th Annual Hornitos Enchilada Dinner to be Held at the Stagg Hall on March 2, 2024, from 3:00pm to 8:00pm

CA13. Air Pollution Control District (APCD)

Accept Grant Award from the California Air Resources Board (CARB) in the Amount of \$8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions; and Authorize the Air Pollution Control Officer to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Joe Lynch/Health and Human Services Agency Director, brought to the Board's attention that today is the last day the Board will have Dr. Eric Sergienko in his full-time capacity as the County Health Officer. He noted Dr. Sergienko's strong vision brought together HHSA. He assumed the interim role as HHSA and brought an impactful transition. He not in 2020, Dr. Sergienko called a meeting on the 26th of January to talk about COVID. During that time he also took on more significant roles in the State. He wears so many hats and has led with harmony to ensure everyone is heard. Mr. Lynch noted Dr. Sergienko is very even-keeled. Mr. Lynch noted they are working on an agreement with Sacramento County so Mariposa can continue his services on a part-time basis; the loss is ours and replacing him will be tough.

Andrew Carter/Deputy Director of Administration in HHSA, also wanted to say a few words about Dr. Sergienko. He was fortunate enough to work with him, noting how tireless Dr. Sergienko works and has been able to accomplish so much. He thanked Dr. Sergienko for everything he has taught him and for making Mariposa a model for emergency response.

G. Public Comment on Non-Agenda Items

Marilyn Saunders/Resident wanted to bring to the attention UC Small Business Development Center which

helps and assists new and existing businesses. She noted they provide consulting and one-on-one with businesses. She noted for the listening public that If you are a business expert, check with UC [SBDC.com](https://sbdc.com) to check it out further, noting it's funded in part by the Small Business Administration (SBA) and contributes matching funds of local businesses.

Mike Brusa/Bear Valley Resident, noted the Bill of Rights was more important than the Constitution. He noted many would not support the Constitution without a Bill of Rights, further noting the 9th and 10th Amendments note which powers are vested. He noted Government employees need to remember that it is about the people and discussed his discontent with the Legislative Platform and the current government is Hamiltonian.

H. Regular Agenda Items

1. Public Works

PUBLIC HEARING: to Consider Vacation of Public Right of Way

Chair Menetrey opened the Public Hearing.

Shannon Hansen/Public Works Director, gave the staff report. No public comment. Chair Menetrey closed the public hearing.

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

2. Public Works

Rescind Resolution 2019-549, which Authorized the use of the Mariposa/Yosemite Airport Property, Located on CYA Road, as the New Burial Ground Location

Shannon Hansen gave the staff report. No public comment.

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

3. Health and Human Services Agency

Receive a Presentation from Mariposa County Health and Human Services for Results from the United States Department of Agriculture Office of Urban Agriculture and Innovative Production Planning Grant Food Security Survey

Andrew Carter gave a PowerPoint Presentation.

Public comment was received by Mike Brusa, who wanted to urge the inclusion of caveats. He noted that the media truly floats individual responses. He noted that at one point, the media noted home gardens emitted more CO2 than conventional gardening, which was incorrect. He noted he hopes the County pursues the program but noted it may not be as large of a concern as is believed.

Jonathan Noel/Resident noted this is a good move for people. He said people love to garden and asked if there were programs to teach individuals how to garden.

Steve Engfer/Planning Director, noted that in his past life, he worked with organizations that examined gardening in ways that would work for them. He noted that he enjoyed seeing the statistics.

Supervisor Toso touched on agriculture, noting that land was falling in the valley due to lack of water. She expressed that if the county did something about this, it could be successful.

Supervisor Smallcombe thanked them for the presentation and noted the Master Gardeners does a lot of educational work. She asked if they had reached out to Tyson Wellcome as his organization is working on a lot of new programs. She also noted the Homelessness Task Force is working on plans to ensure food is available for the children.

Supervisor Poe noted he has a background in farming and noted when he tried to grow a garden, it was eaten by deer. He noted there are a few locations in Greeley Hill where this can be achieved, and he noted he really likes this idea.

Supervisor Forsythe noted that the High School Agriculture Culinary Class grows some of its food. He noted that many schools have food pantries. He noted that most kids who are in need want something they can put in the microwave as they do not know how to cook.

Supervisor Smallcombe noted this is the Strategic Plan and gave Kudos.

RESULT: PRESENTATION HELD

4. Fire

Approve Optional Emblem for County Fire

Chris Bernard/Battalion Chief/Cal Fire/County Fire gave the staff report. No public comment.

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

5. Sheriff's Office

Approve an Agreement with Mark43 in the Amount of \$1,094,332 for a Public Safety Report Management System and Computer Aided Dispatch System; and Authorize the Board of Supervisors Chair to Sign the Agreement

Jeremy Brieese/Sheriff gave the staff report. He noted Mark43 is also what our neighboring counties use.

In response to Supervisor Forsythe, Sheriff Briese noted training will begin upon purchase. In response to Supervisor Toso, Sheriff Briese noted it would be a conversion. In response to Supervisor Poe, Kevin Packard/Undersheriff noted the current information will be migrated to the new system, which is a cloud-based native solution. In response to Supervisor Smallcombe, they noted the intersection but also noted that Lexipol is separate.

Public comment was received by Jonathan Noel, who noted his concern is the training component. In response to this comment, Undersheriff Packard noted it will be in the scope of work to ensure all staff has training.

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

6. **Building**

Waive the Second Reading and Adopt an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

Mike Brinkman/Interim Building Director/CSG gave the staff report. No public comment.

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

7. **Planning**

Approve Microenterprise Grants for Six Local Businesses in the Amount of \$10,000 Each; and Authorize the Auditor to Submit Payment

William Fassett/Community Design and Development Planner, gave the staff report. Marilyn Saunders/Committee President gave a brief presentation. No public comment was received.

Supervisor Forsythe thanked the committee, and Supervisor Smallcombe built on the comment noting the thought put into it. Supervisor Poe asked how individuals know this money is available, to which Mr. Fassett noted the extensive noticing done to get the word out.

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

8. Administration

Adopt Balancing Adjustments for Fiscal Year 2023-2024 Adopted Budget (4/5ths Vote Required)

10:29 AM Chair Menetrey recessed for a brief break and reconvened at 10:34 AM.

Dallin Kimble/County Administrative Officer gave the staff report. He then turned the floor to Leigh Westerlund/Assistant County Administrative Officer, who reviewed the memo and spreadsheet in the agenda packet.

Public comment received by Sheriff Briese who noted this is a very important topic. He noted that if the Board adopted the balancing adjustments as is, he would have no choice but to reduce the services provided to the public. He noted it was agreed that fund lines would be looked at together, and they were promised more at mid-year. He noted he is honored to be the Sheriff but noted he has a responsibility to the community as they are the last line of defense. He noted after last June, he pledged to do better and be a better communicator. He noted the errors in the budget were huge. He noted this error is affecting operations and employees and will now affect the residents. He noted instead of being given more at mid-year, they are being asked to give funds back. He noted when the County is tapped out, the Sheriff's office must use its funds to shoulder positions, and now, monies to be used for projects are being redirected. Sheriff Briese noted services will be reduced because they cannot physically do it. He noted it would be the hour before shift change; the Sheriff's Office would not respond to calls unless it was a violent crime. He noted the Board should look at other funds to be drawn on. He noted they should also take a deeper dive into the financial impact. He noted if not, his hands are tied, and he cannot force his employees to work for free. He noted he doesn't want to appear as though he is going against the grain; they have an oath to the community, but this financial situation is serious, and it's affecting people's lives.

Mike Brusa noted that this is a dilemma for the government. He noted that we are all in the same storm but not on the same board. He noted that when there are financial problems, the government goes back to the people. He noted that the situation we have is not manageable in the long term. He noted that things will get a lot worse than this. He noted that in the long run, the County will need to reevaluate.

Jonathan Noel noted the two most important things are the Sheriff's Department and Roads. He asked the Board what this decision shows the citizens of the County. He noted, it didn't impress upon him that they were taking care of the community. He noted people would be more on edge and defensive. He further discussed other comparisons of cutting budgets and noted its frustrating to see.

Public comment was closed and Mr. Kimble addressed some of the issues to bring more clarity. E noted the challenge is a challenge in information. He noted they felt they would receive more revenue; it wasn't accurate, and they are now correcting it. He noted if the Administration made an error last June, it was in giving the departments too much. He noted there is no impact. He noted the Sheriff had a difficult management challenge as the county is seven months into the fiscal year. He noted the Sheriff's budget is larger than it has ever been even with cuts, the Sheriff will have more money than he ever has. He noted the Board has done what it can to support the Sheriff, including additional allocations, noting the Sheriff also has more employees than ever before.

Mr. Kimble also addressed the other funding sources the Sheriff suggested. He noted the idea of using the reserve funds or the post-employment benefit (OPEB) funds delays the inevitable. He noted if the Board would like to use reserve funds, they would need to declare a financial emergency. He noted that would only resolve the short-term problem. He noted the situation is similar with OPEB, he stated we could use those

funds, but those cuts would still need to be made since the revenues are not there. He noted he felt this was not a crisis, but a management challenge. He noted the Board could go in either direction, but he would not recommend a route that could put the County in a financial setback. He noted we would need to find a way to support the services we have with the funds we have.

Chair Menetrey noted that the Sheriff and Public Works seemed to make the most contributions to the deficit. Mr. Kimble noted that it is the largest in dollars but not the largest percentage-wise. He noted that those two are the biggest general fund departments, so they will see the biggest change.

Sheriff Briese noted it pains him that they gave up so much, as they believed they had salary savings from vacancies. He noted when they went to look, there were none. He noted he does have a hard decision to make, but noted he sat with his entire team to come up with where they can make cuts. He noted now they have to tell their community members that they won't be coming when they call; they will be placed in a queue. He acknowledged that he, as the Sheriff, is given a budget to manage, but noted it doesn't always work that way, especially with the current situation. He noted the decisions he has to make are real and noted it needs to be a team effort to fix the challenge ahead.

Chair Menetrey asked what the number was to cover the overtime? Sheriff Briese noted in the past, they had budgeted \$360,000 for the year, and this year, it was only \$130,000. Leigh Westerlund noted this year, they have already spent \$332,000.

In response to Supervisor Forsythe, Sheriff Briese noted that five positions were allocated and funded while the other 2 were not funded. Supervisor Forsythe then noted that at least half a million should not have been spent and asked where it was.

Ms. Westerlund noted the money is there. She noted that they looked at the workforce budget, thinking maybe they hadn't, but going back, all the money is there. Sheriff Briese disputed this, noting that his team went through, and the dollar value was not there. He also noted if the funds are there, he wanted it to be clear and not assume as they have slots reserved for the academy.

Further discussion ensued on the allocations and overtime issues. Kristie Mitchell/Sheriff Public Information Officer noted they monitor every category and noted it didn't appear that those positions were funded. She noted they will barely make it.

More Board discussion ensued.

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

Recess Board of Supervisors

12:01 PM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the government code 54952.3 announcement.

I. Board of Equalization

12:01 PM Chair Menetrey called the meeting of the Mariposa Board of Equalization to Order.

1. Assessor/Recorder

Consider Motion of Mariposa County Assessor directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC to Establish Hearing Date and Procedures; Approve Order Thereon, and Authorize the Chair to Sign the Order

Vincent Kehoe/Assessor/Recorder, is asking that the hearing be rescheduled for the week of September 16th.

County Counsel noted there has been correspondence between both parties, and further noted procedures would need to be adopted to proceed.

AMENDED: The Board voted to vacate the scheduled March hearing and directed the Clerk of the Board to propose rules of procedures for the pre-hearing conference and bring possible dates.

RESULT: Adopted as Amended (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

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

12:12 PM Chair Menetrey adjourned the Board of Equalization meeting.

Reconvene as Board of Supervisors

12:12 PM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Closed Session

Chair Menetrey read the closed session items. No public comment was received on either item.

12:12 PM 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

2. Board of Supervisors

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

2:00 PM Chair Menetrey reconvened the meeting and reported that during the closed session items, information was received, and direction was given.

1. Planning

Approve and Adopt the Mariposa Creek Parkway Phase IV Special Plan

Ben Goger/Senior Planner introduced the item. He made a clarification noting the term special plan is not to be confused with the definition in Government Code Section 65453 A.

Matthew Arnold/Consultant, introduced himself and noted it's been a pleasure to work with Mariposa County; he then gave a PowerPoint presentation.

Public comment was received by Jim Evans/Resident, who noted he was assisted with Phase One and Phase Two and noted the consultants and staff are wonderful.

Bridgette Fithian/Executive Director of Sierra Foothill Conservancy wanted to congratulate the Board and staff on the effort that has gone into this plan and noted that it meets key needs. She noted that Sierra Foothill Conservancy assisted with the acquisition of the lands. She noted that this is a community conservation project and has components to meet community needs.

Jacob Hawley/Mariposa Community Center noted he is in favor of this plan.

Supervisor Smallcombe gave kudos noting the plan is reflective of a great deal of work. She thanked everyone who contributed. She asked how the concept of the hub would mesh with the use of the fairgrounds during disasters. Mr. Fassett, in response, noted the resident hub will be a place where individuals can evacuate.

Supervisor Forsythe noted it's amazing to see this plan come together.

Chair Menetrey noted that it was an exciting moment that took quite some time, and Ms. Fithian getting involved helped move the purchase of the property along. He noted the potential for housing, as well as opportunities for this stretch of land, is exciting.

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

L. Board Information

None.

M. Adjournment

2:41 PM Chair Menetrey adjourned in memory of Yvonne McNight.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES MARCH 5, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Joe Lynch/Health and Human Services Agency Director, received public comment on CA. 4, noting the importance of Social Workers.

Mike Brusa/Resident commented on his disdain for the continuance of CA. 1.

Supervisor Smallcombe commented on CA. 4 and noted that Social Workers are put on the front line of responding, putting their mental health at risk. She urged the public to thank them when they see them. Supervisor Poe commented on CA. 5, noting that this was recently a big topic of conversation in the north side due to vouchers expiring. He called up Director Lynch, who noted that each voucher has a value, and at one

point, there were over 400 outstanding. He noted they had to look at their process.

Supervisor Forsythe commented on CA. 7 and CA. 8 asking Hannah Harrison/Community Design and Development Planner to explain. She noted these funds are coming from a grant for restoration, soft trails, creek access, walking paths, picnic tables, etc., as part of the construction enhancements. She reiterated these funds were not coming from the general fund.

Chair Menetrey also wanted to comment on the above and thanked Ms. Harrison.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve Modifications to the Merit System Services - Social Worker IV Classification

CA3. Administration

Approve an Agreement with the Mariposa County Arts Council in the Amount of \$85,000 to Provide Performing Arts, Visual Arts, Arts Resources and Education Services to the County; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. Health and Human Services Agency

Proclaim the Month of March 2024, as "Social Work Month "

CA5. Health and Human Services Agency

Approve First Amendment with Coulter Cafe Increasing the Amount by \$40,000, for a New Amount not to Exceed \$130,000, for Senior Dining Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. Library

Approve an Agreement with the California State Library in the Amount of \$31,000 for English as a Second Language Grant; and Authorize the County Librarian to Sign the Agreement

CA7. Planning

Adopt a Formal Resolution Approving an Agreement with Wallace, Roberts, and Todd, LLC in the Amount of \$234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project (Subject to Approval as to Legal Form by County

Counsel)

CA8. Planning

Approve an Agreement with Sierra Foothill Conservancy in the Amount of \$479,500 for Riparian Restoration Activities Along the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206 and Road Closure of Jessie Street for the 1st Annual Cowboy Day Event at the Mariposa Museum & History Center on March 16, 2024, from 10:00 AM to 3:00 PM

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Chamber of Commerce noted the chamber underwent remodeling. She noted there were tickets still available for the upcoming business dinner and gave information on accommodation. She noted that the individuals who planned on attending to get their tickets soon if they had not already.

Steve Engfer/Planning Director gave an update on the advancement of the recommendations on Code Compliance; he noted he was working with the Clerk of the Board to bring something forward at the first couple of meetings in April.

Steve Ward/Cal Fire/ Mariposa Fire Division Chief noted as of the following day, Wednesday, March 6th, power poles would be replaced at their location so that the office would be closed due to no power. He noted individuals will be working from home.

Jonathan Farrington/Yosemite Mariposa County Tourism Breau noted there was a 20 - 25 % impact on the total amount of individuals. He gave a packet to the Clerk of the Board to distribute. He noted he shared the magazine, the smaller one; they distribute 20,000 of these travel magazines, including digitally. He noted they are working on a grant process for the Highway 140 billboard and are working with the owner for the Highway 132 billboard. He noted they have been working on a Mariposa County video that is currently in the editing stage. He also noted their website has been completed.

Jermey Brieese/Sheriff thanked the Clerk of the Board for coming together and recognizing one of the dispatchers, Bryan Schafer, and the proactive work of the Clerk of the Board to reach out and recognize Bryan and his duties after his sudden passing. He updated the Board on service disruption, noting for the patrol side, during shift change, there will be no callouts, and it will be held in a queue. He noted for animal control, no callouts will be made one hour before shift change unless deemed necessary. He noted for the Detective unit there will be no overtime unless approved. He noted security at special events will also be subject to approval. He noted for the record that there will always be overtime, especially for court hearings. He noted he hoped this was a challenge, but they are hopeful it will be temporary. He noted the second annual Sheriff's Foundation gala is coming up; he noted how grateful he was to the foundation for everything they have done to support the Sheriff's office staff as well as the community. In response to Supervisor Toso, Sheriff Brieese

noted the deputies work twelve-hour shifts, 6 AM to 6 PM and 6 PM to 6 AM. He noted from 5-6 AM and PM, calls will be put into ques.

G. Public Comment on Non-Agenda Items

Jeanne-Ann Pine, President of Master Gardeners, noted they are working on many new programs, including a public workshop. She noted that on April 6th, there would be a straw bale garden workshop. She reminded the Board and the public about the demonstration garden.

Mike Brusa noted that he generally always gets up during this portion. He discussed the Constitution on the wall and being in the same storm but on different boats. He also continued his comments on the issues of emergency powers.

H. Regular Agenda Items

1. Fire

Receive a Presentation by County Fire on the 2023 Annual Report

Steve Ward/Assistant Chief, gave a PowerPoint presentation. No public comment. Board discussion ensued.

RESULT: PRESENTATION HELD

2. Fire

Receive a Presentation Regarding the Updated Mariposa County Community Wildfire Protection Plan (CWPP); and Adopt the Updated Plan

10:27 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:32 AM.

Steve Ward noted Mariposa County Fire Advisory Committee (MCFAC) was charged with implementing and planning fire maintenance. He then introduced John Patton/Fire Mitigation Coordinator, who gave a PowerPoint Presentation.

Public comment was received by Jeanne-Ann Pine who asked how does one volunteer in the community fire safety survey portion.

Board discussion ensued.

DIRECTION: The Board directs County Fire to Amend Table 9, monthly with projects that are or have taken place without having to come to the Board. All content changes to the County Community Wildfire Protection Plan (CWPP) continue to be approved by the Board of Supervisors.

RESULT: Adopted (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

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

3. Planning

Adopt a Resolution to Re-establish the Mariposa Advisory Task Force

Steve Engfer gave the staff report.

Public comment was received by Kris Casto/Resident, who thanked Supervisor Forsythe and noted this is near and dear to her and further noted this can help residents, and business owners become a stronger agent for downtown.

Marilyn Saunders/Resident noted she looks forward to this for community development and noted it comes at an important time.

In response to Supervisor Poe, Director Engfer noted there will be a sunset clause for this committee.

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

4. Planning

Receive a Presentation on the Mariposa County Short-Term Rental (STR) Study

Steve Engfer introduced the item, and he then turned it to Ben Goger/Senior Planner, and Polina Pivak/Planner who gave a PowerPoint presentation.

Public Comment was received by Glenn Cook/Resident/STR Owner, noting the housing trust fund was a county issue, not an STR issue. He noted STRs are not the extent of the problem and noted the Board should leave STRs alone. He also noted the issues are in renter laws, not STRs.

Mike Brusa noted he was not in favor of the study from the beginning because the government is always looking to enhance its power and control. He noted that the State has spent \$17 billion on housing issues, and it has done nothing but make them worse. He noted that rent control was a disaster. He noted that he would continue to oppose oppression.

David Hallen Morris/Fish Camp noted the study is directed toward STRs and is based on the concept that STRs are taking away long-term housing. He noted the data was not there. He noted vacation rental permits are from second homes and vacation homes. He noted they were not originally available for long-term rental in the first place. He noted he also questioned Mr. Goger's discussion on tested policies. He noted he had questions about whether they had been tested. He warned the Board to be careful what they try.

Bruce Kahl/STR Owner, asked why we were being compared to Tahoe, Santa Cruz, etc., instead of being compared to counties like Madera or Tuolumne. He expressed that he felt the vacation rental business was self-correcting and the County didn't need to be thumbs on. He noted he felt STRs would self-correct due to the reservation requirements from the Park Service and noted that should be kept in consideration.

David Trujillo/STR Owner noted vacation rental owners rebuild the community. He noted his family alone owns ten vacation rentals. He noted one of the homes he purchased was near dilapidation and has now been restored. He noted issues like these are emotional. He reminded the Board at one point that home building

permits were not being given out as there was too much on the market, and now there is a housing crisis. He cautioned the Board in comparing our county to one close to Sacramento that is averse to property rights.

Elijah ?/El Portal Resident noted they were in support of the study and considered limiting. They asked that the Board allow some flexibility.

Charles Lamers/Resident went through the list of 26 recommendations and noted whether he agreed or disagreed and why.

Marilyn Saunders/Resident noted she lives in a small residential neighborhood in town. She noted there are roughly 24 homes, eight of which are vacation rentals. She noted it degraded the neighborhood and asked if they could reduce its density. She also noted she doesn't have 100% freedom to do what she wants with her property and noted it's a battle of rights.

Victoria Trujillo/STR Owner noted the world is becoming more impersonal. She noted what bothers her about introducing a housing trust fund is some individuals are getting \$400-\$600 a night as that isn't true across all. She was discouraged to hear the comments made about vacation rentals being a nuisance and having a lot of trash as she felt people with vacation rentals needed to be clean to get good reviews. She also noted vacation rentals are businesses and their businesses are being negatively affected while others benefit from the increase in tourism.

Jonathan Farrington/Resident of Ponderosa Basin, noted it was a great turnout today. He noted his office a lot of calls due to the survey. He also noted he was concerned as the survey leads the survey taker down a path of negative outcome. He further noted if the individual had not had a negative outcome, it would lead you to the conclusion of a negative experience. He further expressed we have a lack of hard-sided traditional lodging, and historically, Mariposa County was resistant to adding new hotels, and what we have are unintended consequences. He noted that made it easier for homeowners to rent their second homes. He felt there would never be a balance. He also noted we shouldn't put too many restrictions in.

In response to Chair Menetrey, Mr. Goger noted the survey was closed but the findings were on the website. Supervisor Smallcombe noted that when he comes back on May 15th, Mr. Goger will lay out exactly what he is asking the Board to do. Supervisor Forsythe noted he wanted to see comparisons from other counties, especially our neighboring gateway communities. Mr. Goger did note Tuolumne does not have STR regulations, but the City of Sonoma does as they passed a moratorium.

RESULT: PRESENTATION HELD

5. **Clerk of the Board**

Adopt the Mariposa County Board of Supervisors Code of Conduct and Ethics Policy

12:52 PM Danielle Bondshu/Clerk of the Board stepped away, and Katherine Slenders took over as Clerk.

Ms. Bondshu gave the staff report.

Public comment was received by Mike Brusa who noted an individual either has this stuff or they don't. He noted he didn't know what would happen if the policy wasn't followed. He expressed his thought that people in politics escape consequences. He noted it didn't really matter.

Chair Menetrey noted he wished this had been in place over the last seven years, as there were times it could

have been used, and he noted that it gives a guide for correction.

Supervisor Smallcombe thanked the Clerk of the Board for bringing this forward. She noted she enjoys having something written as it will hold each other and help the public hold each other accountable. Supervisor Smallcombe noted two amendments she wanted to make.

AMENDMENT: *In Section C. IV, add the word “written” so it reads “verbal and/or written attacks.” Also, in Section D, add the words “give policy direction consistent with defined goals and objectives.”*

RESULT: Adopted as Amended (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 IV Supervisor Forsythe, District II Supervisor Poe

Ms. Slenders stepped away at 1:00 PM and Ms. Bondshu stepped back in.

1:01 PM Chair Menetrey recessed the Board for lunch.

J. 2:00 PM Reconvene

Chair Menetrey reconvened the meeting.

1. Public Works

Receive a Presentation from R3 Consulting Group, Inc. on the Solid Waste and Recycling System Study; and Discussion and Direction of Implementation of Study Recommendations

Sam Cerveney/Deputy Director of Public Works gave the staff report. He introduced Neal Bolton/Blue Ridge Services, who called in and gave a PowerPoint presentation. Mr. Cerveney then introduced William Schoen/R3 Consulting, who also gave a PowerPoint presentation.

Schuyler Greenly/Yosemite Conservancy received public comment, asking if the final rate increases were for the landfill to remain open or close. He also asked if it was a hybrid option.

Mike Brusa noted this is the best report he has heard. He noted it was clear and straightforward. He then discussed what tipping fees were when he lived in Morgan Hill.

Mike ?/Yosemite National Park asked if it continued to operate in a hybrid option, who is sending it down the Hill, is it Yosemite or Recology?

In response to Mr. Greenly, Mr. Schoen noted it's based on the hybrid options. In response to Mike from NPS, Mr. Bolton noted that if the waste is coming into Mariposa, the County then transfers it down to the valley.

Further Board discussion ensued.

DIRECTION: *To bring back an item with a list of options and suggestions for the Board to discuss.*

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey read the closed session items. No public comment on either item.

3:58 PM recessed the Board into closed session.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review:
Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review:
County Administrative Officer (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

K. Board Information

5:55 PM Chair Menetrey reconvened the meeting and reported that during the closed session, direction was given on item one, and information was received for item two.

No Board information was received.

L. Adjournment

5:58 PM Chair Menetrey adjourned the meeting in memory of Justin Radanovich and Bryan Schaefer.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES MARCH 12, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Steve Engfer/Planning Director, highlighted CA. 11. He thanked Elnora George for her years of dedicated service.

Mike Brusa/Resident noted he is still waiting for the shelter resolution to be terminated. He then discussed his disdain for emergency governance.

Amber Chambers/Resident, commented on CA. 15 and wanted to recognize Gussie Kidd and Jackie Lee, who were sitting in the room. She also wanted to thank the Board for dedicating and changing the Hall's name to

honor their life's work.

Supervisor Forsythe commented on CA. 4, noting that this item was meant to replace a piece of equipment from 1975. He noted that the piece of equipment that will be replaced was instrumental in the Pizza Factory Fire and Jeffrey Hotel Fire and has plucked numerous individuals out of the river, which shows it is instrumental that a piece of equipment like this is needed.

Chair Menetrey wanted to highlight the service recognition from several individuals on committees. He thanked them for their service and noted that they appreciated their service and commitment.

Supervisor Poe commented on CA. 15 wanting to recognize Gussie Kidd and Jackie Lee as he has heard so many wonderful things about them as well as their impact to the community.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Agricultural Commissioner

Approve an Increase in Extra-Help Hours from 990 Hours to 1,300 Hours for Agricultural Field Assistant Extra Help Position, Effective Immediately

CA3. District Attorney

Approve an Agreement with Goserco, Inc. in the Amount of \$8,211.51 for a 5-year Extended Warranty Plan; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. Fire

Approve the Submittal of Assistance to Firefighters Grant Application Towards the Purchase of an Aerial Apparatus Vehicle for Mariposa County Fire Department for a Grant Total of \$1,000,000

CA5. Fire

Approve an Amendment to the Memorandum of Understanding (MOU) Between Mariposa County and Local CALFIRE Madera-Mariposa-Merced Unit (MMU), Authorizing CALFIRE Heavy Equipment Operators (HFEO) Use and Provide Labor for Routine Maintenance of County Fuel Reduction Equipment as Identified in MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

CA6. Health and Human Services Agency

Accept Resignation and Recognize the Service of Preston Smith on the Emergency Medical Care Committee

CA7. Health and Human Services Agency

Accept the Change of Designation of Local Child Care Planning Council (LCCPC) Member Amber Edwards from Parent Consumer to a Discretionary Member; and Re-Appoint Gwen Nitta to the Local Child Care Planning Council (LCCPC) for a Three-Year Term Expiring February 13, 2027

CA8. Health and Human Services Agency

Approve the Certification Statement Regarding Composition of Membership for the Local Child Care Planning Council (LCCPC)

CA9. Planning

Appoint Paul Daysh and Zoe Alexander; and Re-Appoint Roger Powell to the Housing Programs Advisory Committee with Terms Expiring February 28, 2027

CA10. Planning

Re-Appoint Carla Kelly as an At-Large Voting Member with a Term Expiring February 28, 2026; Re-Appoint Dave Mecchi as a Voting Member and Lyle Turpin as the Alternate Representing the Mariposa County Resource Conservation District with Terms Expiring February 28, 2026; Appoint Kelly Williams as a Voting Member and Jordan Cory as an Alternate Voting Member Representing the Mariposa Farm Bureau with Terms Expiring February 28, 2026 to the Agricultural Advisory Committee

CA11. Planning

Recognize the Service of Elnora George to the Agricultural Advisory Committee

CA12. Planning

Approve an Agreement to Hold Harmless for Southern Sierra Miwuk Nation S-212 Chainsaw Training Class; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. Planning

Re-Appoint Gabriel Edwards to the Code Compliance Advisory Committee with a Term Expiring February 28, 2026; and Recognize Lydia Clary for Her Service to the Code Compliance Advisory Committee

CA14. Planning

Re-Appoint Charli McCord to the Catheys Valley Community Planning Advisory Committee as a Member with a Term Expiring February 28, 2026 (Supervisor Toso)

CA15. Public Works

Approve Name Change Request and New Signage for Woodland Hall, also known as Almost Like Home Preschool, to Kidd-Lee Center at Woodland Park to Recognize the Hard Work and Commitment of Gussie Kidd and Jacki Lee After Many Years of Service

CA16. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206 for the Mariposa Certified Farmers Market, Located in the Parking Lot of 5029 Stroming Road from 4:30 PM to 6:30 PM Every Wednesday from May 1, 2024, to October 30, 2024

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Abel Del-Real Nava/Assistant CAO/HR proudly announced that Jennifer Allard, Aimee Rogers, Nicole Butticci-Weston, and Kimberly Ballard passed the SHRM Certified Professionals exam. He noted this is a globally recognized credential for Human Resources professionals. He expressed his pride in their achievements and will help to manage the workforce and ensure compliance. Dallin Kimble/County Administrative Officer, noted that Mariposa County has never had more than one certified individual at a time; now, the Human Resources Department has six certified professionals.

Joe Lynch/Health and Human Services Agency noted that the Human Resource staff at Health and Human Services was brought into the fold to take the SHRM-CP exam and have been excited. He further noted the encampment update, noting eight to ten individuals currently still reside at the encampment. there. He noted the pallet shelters would be installed, and a 30-day notice would be given to the encampment residents to vacate the encampment. He noted that once it's vacated, the property will be fenced, soil tested, and put back to its original state. He discussed CA. 1, noting that the county has not received a dollar for having this local emergency. Supervisor Forsythe noted he has been an advocate in getting it cleaned up. He felt this wasn't the perfect solution but it is a solution. He concurred that it is a nationwide problem.

Steve Engfer gave a quick overview of the development code update noting they have been working with Minter Harnish and the Board would get an update in April.

Jermey Brieze/Sheriff noted they had the Annual Sheriff's Gala, noting it was a good night, and they were able to recognize and provide awards for dedicated service. He noted on March 29th, the foundation will team up with Safe Families to provide over 75 Easter meals to families. Sheriff Brieze then gave an update, noting twenty-one calls have been held in queue. District 4 is the most impacted, District 5 is the second most impacted, and then District 1, District 3, and finally, District 2. He noted the calls held were suspicious circumstances, burglary, suspicious make, and an intoxicated subject. He gave a shout-out to the OES team noting Wes Smith and Raquel Sandoval worked diligently and in tandem with other county partners and were awarded a \$3.8 Million grant for hazardous fuels reduction. Supervisors Poe and Forsythe thanked Sheriff Brieze and his team.

Monica Nielsen/Agricultural Commissioner/County Sealer noted that on March 20th, they would be holding the first commercial livestock training and pesticide use education training. She noted that staff is out testing fuel meters and asked that individuals be mindful that they are out observing rights-of-way.

Dallin Kimble noted the previous Friday, the Agriculture Appropriations Bill passed, and Mariposa County will receive \$375,000 for the Wawona Ambulance Bay. He noted they will be preparing a list for new requests and asked the Board and Department Heads if they had requests to let him know.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa, who discussed the Declaration of Independence as well as the court case McCullough versus Maryland, which was the battle over the Bank of the U.S.

H. Regular Agenda Items

1. Public Works

Receive a Presentation from the KPA Group Regarding the Probation Department Improvement Concept Study Report; Approve the Concept to Renovate the Juvenile Hall Building and Add a New 2-Story Connected Addition; Approve an Agreement with the KPA Group in the Amount of \$869,880 for Construction Documents and Technical Specification; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Transferring Funds within the Probation Department to Capital Improvement to Cover the Agreement (4/5ths Vote Required)

Ryan Oliphant/Chief Probation Officer gave the staff report. He turned it over to Matt Evans/KPA and Lisa Lynn/KPA who gave a PowerPoint Presentation. In response to Chair Menetrey, Chief Oliphant noted the historic buildings will be vacated for other County use.

Public comment was received by Pete Judy/District Four Resident/Retired Chief Probation Officer, who gave a brief history of how they have gotten to this point and noted Probation does not have the space it needs to do what it needs safely.

Mike Brusa noted he appreciated the enthusiasm of the project but noted it was problematic. He discussed the State being in debt of \$73 Billion and noted even if it's a grant, it's still taxpayer dollars.

Sheriff Briese commented in support of this project, noting Probation, like the Sheriff's Office, has been saddled with a dilapidated place to work from. He noted the concerns are real. They need security for staff to work safely.

Jonathan Noel asked what the timeline was for the project and if there were blueprints available.

In response to Supervisor Forsythe, Chief Oliphant noted they are officers of the Court and it makes sense for them to be in the location that they currently are. He noted the action they are looking to have to Board make today is approving a concept as it will make the project more shovel ready and more attractive to funding opportunities.

Mr. Evans noted that completing construction documents would take 10 -12 months, and construction would take 15 months.

Further Board discussion ensued.

SELECTION: Building Concept Two was chosen.

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

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

2. Planning

Presentation of the 2023 American Planning Association (APA) Central California Section Planning Award for Excellence and Achievement in Planning in the Category of Innovation in Resilience and Sustainability for the Merced River Trail Vision Plan

Will Fassett/Community Design and Development Planner gave the staff report. He noted this is to recognize the work of the Merced River Trail Working Group. He recognized the current and former members of the group. Johnnie/American Planners Association noted the central section is 11 counties large.

Public Comment was received Jeff Jenkins/Resident who noted it's been a pleasure to work on this project. He noted it was nice to see everyone out and about at the Merced River. He noted this will become important for our community and visitors.

Chair Menetrey and Supervisor Smallcombe gave kudos and expressed their gratitude.

Johnnie presented staff members and board members with a plaque.

RESULT: PRESENTATION HELD

5. Administration

Discussion and Possible Direction Regarding Fiscal Year 2024-2025 (FY25) General Purpose Revenue

Dallin Kimble gave the staff report and went into a PowerPoint presentation.

Public comment was received by Mike Brusa who noted the structure of business is different. He then discussed Hamilton.

Sheriff Briese thanked the Board and CAO. He noted that they have been having many discussions on budgets and open communication. He reminded the Board of the budget challenges that affected operations. He reminded the Board that if budget reductions continue, they will lose the fight against crime.

Board discussion ensued but no direction was given.

RESULT: PRESENTATION HELD

6. Board of Supervisors

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting and Internal Financial Information Processes (Supervisors Smallcombe)

Supervisor Smallcombe gave the staff report. No public comment. Board discussion ensued.

DIRECTION: The board directs the Clerk of the Board to come back with a financial calendar for the remaining year, which will become a yearly item to be adopted at the beginning of every calendar year. Supervisors Menetrey and Smallcombe are to continue meeting with the Auditor for the remainder of the year, coming back at a later date for Board updates.

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey read closed session items item one. No public comment.

12:32 PM Chair Menetrey recessed the Board into closed session.

2:38 PM Chair Menetrey read out the second closed session item, no public comment received, and 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: CONTINUED to MARCH 19th, 2024 at 9:00 AM or soon thereafter

2. Board of Supervisors

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

J. 2:00 PM Reconvene

Regular Agenda items H 3 and 4 were continued from the regular agenda after 2:00 PM for a vote.

Chair Menetrey reconvened at 2:00 PM.

1. Planning

Discussion and Possible Direction on Permit Ready ADU Plans

Ben Goger/Senior Planner gave the PowerPoint Presentation.

Public comment was received from Mike Brusa who noted he used to live in Morgan Hill. He noted there is a historical home that is now the museum that was owned by a man named Morgan Hill. He went into a story about Sears homes. He further discussed that the government has created housing issues.

Board discussion ensued.

2:36 PM Chair Menetrey noted the item would be continued to later in the day due to needing to move into closed session but wanted to get items H.3 and 4 voted on.

4:26 PM Vice-Chair Smallcombe reconvened the meeting with Chair Menetrey excused.

DIRECTION: Assign the Planning Department to be charged with creating ADU "Master Plans" to be included in the Housing Element as a program. Look to other entities to assist in creating cost-effective plans for individuals to use. Assess other avenues of funding and/or use the "Housing Trust Fund" to assist in funding the purchase of pre-drawn plans.

RESULT: DIRECTION GIVEN

This item concluded at **4:40 PM**

3. Planning

Adopt a Resolution Approving the Final Designs of Two Panels to be Located at Midpines County Park (APN 009-170-019; 6362 Highway 140) as Part of the Working Lands, Working Artists Project

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

Public comment was received by Abby Miller the artist who gave information about this piece.

Mike Brusa noted this undermines the commission. He noted he appreciated the tribal council.

Marilyn Saunders asked that it be continued, so the Parks and Recreation Commission could be consulted.

Jonathan Noel noted his concern for vandalism and how it would be cleaned. Ms. Miller responded that the piece is printed on metal for easy cleaning.

Cara Goger/Arts Council also addressed the issue of vandalism, but noted studies have been done that public art is a deterrent against vandalism. She also noted in response to the possibility of continuance that they have four weeks from today to get the art installed.

10:53 PM Chair Menetrey recessed to speak with Counsel and the Clerk of the Board and reconvened at 10:57 PM.

Chair Menetrey noted this item would be continued until after 2:00 PM when the Board has heard the Parks and Recreation Commission meeting outcome.

Supervisor Poe asked what could be done to ensure this doesn't happen again. The Clerk of the Board noted she could prepare a memo for all staff.

This item was taken back up at 2:36 PM and voted upon.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

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

4. Planning

Adopt a Resolution Approving the Final Design of a Sculpture to be Located at Midpines County Park (APN 009-170-019; 6362 Highway 140) as Part of the Working Lands, Working Artists Project

Hannah Harrison gave the staff report.

Public comment received by Cara Goger who noted this is the first time they have had a review panel. She gave a shout-out to those who reviewed the submissions.

Alexander Lewis/Artist noted this will be at a large scale. He noted the small-scale piece would be finding another home here in Mariposa. He noted he travels around the United States with his art and noted its good

to work toward public art.

Mike Brusa noted the art is great, but noted it is part of the one trillion overspent every 100 days with the government. He further noted he appreciated the fact that the Board works with the tribe and noted they want to be federally recognized.

Board discussion ensued. Due to the same issue as the previous item, this item would be continued until after the 2:00 PM reconvene as the Parks and Recreation Commission needs to vote.

After the 2:00 PM item this item was taken back up and voted upon.

Item was taken back up at **2:37 PM** for a vote.

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

2:38 PM Chair Menetrey recessed the Board back into closed session for item 2.

Report Out

3:27 PM Chair Menetrey reconvened the meeting of March 12th and reported that during the closed session building Director (information was received and direction was given) second item on labor negotiations was continued until March 19th, at 9:00 AM or soon thereafter.

Recess the March 12th meeting to take up a special meeting, and will reconvene.

K. Board Information

Information received.

L. Adjournment

4:41 PM Vice-Chair Smallcombe adjourned in memory of Ronald Johnson.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY SPECIAL MEETING MINUTES MARCH 12, 2024

A. 3:31 PM Called to Order and Roll Call

3:31 PM Chair Menetrey called the order the special meeting. He noted that all supervisors are present.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	3:31 PM
Shannon Poe	District II Supervisor	Present	3:31 PM
Danette Toso	District III Supervisor	Present	3:31 PM
Wayne Forsythe	District IV Supervisor	Present	3:31 PM
Miles Menetrey	District V Supervisor	Present	3:31 PM

B. Closed Session

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

3:32 PM Chair Menetrey recessed the Board into closed session.

1. County Counsel

Closed Session Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

4:23 PM Vice-Chair Smallcombe reconvened the special meeting, noting that Chair Menetrey was excused.

Vice-Chair Smallcombe reported noting information was received and Direction was given.

C. Adjournment

4:25 PM Vice-Chair Smallcombe adjourned the special meeting and noted for the listening public that the regular meeting of March 12th would reconvene shortly.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES MARCH 19, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted that CA. 13 is to be pulled for an Amended vote and noted that CA. 2 and CA. 20 require a 4/5ths vote.

Public comment was received by Tom Archibald/Industrial Park President requested the Board pull CA.18 to be pulled for further legal review.

Dan Rule/Business Development Manager for Sierra Tele, commented on the hut projects, noting that the last mile jobs are almost complete. He noted that there are 900 miles on the middle mile in the ground. He noted

that they had been serving this area since 1895 and believed overbuilding would be a mistake.

Supervisor Smallcombe commented on CA. 2, in which Dallin Kimble, County Administrative Officer, noted that with budgets, there is always good and bad news. He noted this was good news, as we were able to add funds to new areas.

Supervisor Forsythe noted on CA. 2 that he was happy to see the extra funds going to departments that need it.

Chair Menetrey commented on CA. 8 and thanked the committees for submitting their minutes. He also commented on CA. 15, noting he likes to see MOUs like this, which is for oral health for Kindergarten.

Supervisor Smallcombe and Toso also asked that CA. 18 be pulled for further discussion.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve Budget Adjustments in Heavy Equipment Replacement Fund and in Allocating Anticipated Additional Sales Tax Revenue in the General Fund Treasurer Tax Collector, County Clerk, Sheriff, Boating Safety, Surveyor, and Contingency Budgets (4/5ths Vote Required)

CA3. Board of Supervisors

Ratify Letters of Support for Assembly Bill (AB) 1804, a Crucial Legislative Initiative Addressing the Fentanyl Crisis, and Assembly Bill (AB) 1803, a Critical Legislative Measure Dedicated to Improving the Restitution Process for Victims of Human Trafficking (Board Chair)

CA4. Board of Supervisors

Ratify a Letter of Support for SB 1032 (Padila) Housing Finance: Portfolio Restructuring: Loan Forgiveness (Board Chair)

CA5. Board of Supervisors

Approve a Letter of Support for Assembly Bill (AB) 2471; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. Board of Supervisors

Approve a Letter of Support for the Inclusion of Passage H.R. 5030, the Secure Rural Schools Reauthorization Act of 2023; and Authorize the Board of Supervisors Chair to Sign the Letter

CA7. Clerk of the Board

Receive the 2022 Annual Report for the Wawona Town Planning Advisory Committee (WTPAC)

CA8. Clerk of the Board

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

CA9. Clerk of the Board

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in January and February of 2024

CA10. Clerk of the Board

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in February of 2024

CA11. Clerk of the Board

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2024

CA12. Health and Human Services Agency

Approve First Amendment with JDT Consultants, Inc. Increasing the Amount by \$80,000, for a New Amount not to Exceed \$155,000, for Therapeutic Behavioral Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. Health and Human Services Agency

Approve a Memorandum of Understanding (MOU), with Central Sierra Continuum of Care, (CSCoC), for a Partnership of the Application of the Homeless Housing, Assistance and Prevention Grant, (HHAP); and Authorize the Board of Supervisors Chair to Sign the MOU

CA15. Health and Human Services Agency

Approve a Memorandum of Understanding (MOU), with Mariposa County Unified School District, for Kindergarten Oral Health Assessment; and Authorize the Board of Supervisors Chair to Sign the MOU

CA16. Planning

Re-Appoint Erica Wolfesen to the Creative Placemaking Strategy Advisory Committee with a Term Expiring February 28, 2027

CA17. Planning

Recognize the Service of Mark Abney, Catherine Collamer, Ryan Kelly, Catherine Fong, Paul Amstutz, Greg Magruder, Kevin Shelton on the El Portal Planning Advisory Committee

CA19. Planning

Adopt a Resolution to Approve the Submittal of a Grant Application to the USDA Disaster Repair Grant for Community Facilities Program for \$385,000 for Roads Equipment; Authorize the Board of Supervisors Chair to Sign Grant Proposal Documents; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

CA20. Planning

Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget for the Post Award Consultation Grant from the Strategic Growth Council's Transformation Climate Communities Program (\$49,990) (4/5ths Vote Required)

CA21. Public Works

Declare the Paseo De Mariposa Run, a County-Sponsored Event; Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206; and Approve the Road Closure of 9th Street Between Bullion and Jones Street on April 28, 2024, from 7:30 am to 12:00 pm

CA22. Public Works

Authorize the Director of Public Works to Waive the Encroachment Fee of \$206 for the Annual 4-H Bike-a-Thon Fundraiser for Multiple Sclerosis to be held on April 28, 2024, from 11:30 am to 3:00 pm

CA23. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206 for the Las Mariposa Civil War Days to be held on April 13th-14th, 2024, Located at Yaqui Gulch Road & Highway 140 (Long Ranch)

CA24. Public Works

Adopt a Resolution Authorizing the Director of Public Works to Submit Various Grant Applications to the Department of Resources Recycling and Recovery (CalRecycle); and Authorize the Director of Public Works to Execute all Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

CA13. Health and Human Services Agency

Approve an Operational Agreement (OA) with Mountain Crisis Services, a Program of Alliance for Community Transformations, and Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

Danielle Bondshu/Clerk of the Board, read what the change is for the amendment.

AMENDMENT: Change from Health and Human Services to County of Mariposa for the benefit of Mariposa County Health and Human Services.

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

CA18. Planning

Approve a Restoration Surety Agreement for the Mariposa Biomass Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

Supervisor Smallcombe noted she is recusing herself from this discussion due to her and her husband's involvement with the project. She then left the room.

Supervisor Poe noted he wasn't familiar with the project and asked Mr. Engfer to clarify the project.

Public comment was received by Tom Archibald, who noted that Ordinance 696 needs to be addressed. He noted this Ordinance uses a furnace, which goes against the above-mentioned ordinance. He noted he felt this project would lower property value.

Board discussion ensued, and Chair Menetrey noted that this item does not approve the project but approves the agreement that the individual is responsible for returning the land to its original state if the project goes wrong.

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

F. Departmental Presentation

Shelia Baker/Behavioral Health Director updated the Board on the Friendly Visitor program. She introduced Katie Landers/Program Manager. Ms. Baker noted they are working on registration and the goal of the program is to have individuals spend 30 – 60 minutes a week with elderly individuals. She noted they would match the participant and visitor, so there were common likes and interests. She noted that if anyone is interested in participating, they should call 209-966-2000.

Allison Tudor/Alliance Executive Director, announced her departure and introduced the gentleman who would take over her position. She then introduced Jermey Martinez/New Executive Director.

Jermey Brieze/Sheriff noted that the day prior, he and the deputies attended the funeral of fallen dispatcher Bryan Schafer. He thanked the Board for the memorial as he was able to present it to Mr. Schafer's wife and two children. He noted he has been working with CAO Kimble to find funds and will be monitoring payroll closely. He noted if they get back to being on target budget, they will return to normal service. Sheriff Brieze noted there was a missing individual out of the Merced are. He noted he was last seen on March 2nd, 2024, in

a 2012 Blue Ford F-150 in the Cotton Creek/Hornitos area; the missing man is Ronald Williams.

G. Public Comment on Non-Agenda Items

Public comment was received by Lorraine Freeman/Resident who noted her comment was regarding transportation issues in North County. She explained that she has issues getting a ride and has nothing but a bad experience with the transportation service provided by Health and Human Services. She later emailed with a correction to the dates given.

Jonathan Noel commented in response to Ms. Freeman's comment. He noted he felt ashamed that she had to call a month in advance. He noted there needed to be someone stationed in North County 24/7 to help these individuals. He noted that the County needed to resolve this issue.

Recess Board of Supervisors

9:59 PM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the government code 54952.3 announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:00 AM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. Clerk of the Board

Selection of a Commissioner to act as the 2024 Local Transportation Commission Chair

Danielle Bondshu/Clerk of the Board read the item. No public comment.

SELECTION: Wayne Forsythe was selected as the 2024 Chair.

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

2. Clerk of the Board

Selection of a Commissioner to act as the 2024 Local Transportation Commission Vice-Chair

Danielle Bondshu read the item. No public comment.

Commissioner Poe made a motion to select Commissioner Menetrey, but after discussion, he withdrew his motion.

SELECTION: *Danette Toso was selected as the 2024 LTC Vice-Chair.*

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

3. **Public Works**

Approve the Execution of FTA Certifications and Assurances for FY 2024

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

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 IV Supervisor Forsythe, District II Supervisor Poe

Adjourn LTC

10:05 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:05 AM Chair Menetrey reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Planning**

Discussion and Direction Regarding the Mariposa County Hotel and Conference Feasibility Study

Ben Goger/Senior Planner, gave a PowerPoint presentation. He introduced Channing/PFK Consultant who finished the presentation. No public comment was received.

Board discussion ensued.

DIRECTION: *Staff is to bring it back for adoption on the consent agenda.*

RESULT: DIRECTION GIVEN

2. **Administration**

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Confirmation Letter

Dallin Kimble gave the staff report.

Public comment was received by Dan Rule/Sierra Tel, who noted this is an overbuild.

Board discussion ensued.

RESULT: **TABLED until April 9th, 2024 at 9:00 AM or soon thereafter**

MOVER: District III Supervisor Danette Toso

SECONDER: District I Supervisor Rosemarie Smallcombe

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

J. Closed Session

11:01 AM Chair Menetrey read closed session item one. No public comment.

11:02 AM Chair Menetrey recessed the Board into closed session.

12:58 PM Chair Menetrey reconvened and noted they would go back into recess for lunch until 2:00 PM.

6:04 PM Chair Menetrey read Closed Session items 2 and 3. Public comment was received on item 2 from Steve Ward who noted there is no other location for County Fire. No comment on closed session item 3.

6:06 PM Chair Menetrey recessed the Board back into closed session.

1. Administration

CONTINUED from March 12th, 2024, to March 19th, 2024, at 9:00 AM or soon thereafter.

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

RESULT: CLOSED SESSION HELD

2. Administration

CLOSED SESSION: Conference with Real Property Negotiator Regarding 4802 Highway 140 in Mariposa (Spring Hill School)

RESULT: CLOSED SESSION HELD

3. Board of Supervisors

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

Staff recommends approving all admin and process updates (rec 1-7)

1. Planning

Discussion and Direction on the Mariposa County Short Term Rental Study

Chair Menetrey called the item to order. Ben Goger/Senior Planner, and Erin Usain/Consultant, gave the PowerPoint presentation and brought back the recommendations.

Public comment was sent by Theresa Cook/Resident who noted they sent a letter and wanted to read it. They noted their disdain for the study and further noted a housing fund should be a community issue, not a STR issue.

John Trujillo/Resident commented on several of the recommendations, noting his concern. He noted they provide income for this community and urged not to regulate.

Art Baggett/Planning Commissioner District 1 reiterated what was discussed with the Planning Commission. He noted they approached it from a vantage point of dealing with long-term housing and minimizing the intrusion on private property rights.

Courtney Twiss/Twiss Realty noted she agreed housing has been an issue for a long time. She discussed what could happen for loss of jobs and revenue if STRs are limited. She also asked what happened to the request that Aramark was to provide housing to its employees. She noted the Board needed to look at changes in zoning, density, and having incentives for Accessory Dwelling Units (ADUs).

Glenn Cook/Resident noted he wished Mr. Baggett was still on the phone. He noted the notion of a housing fund and agreed it should be a community issue. He noted his disdain for several of the recommendations including reducing vacation rentals on a whim. He noted that could destroy his business. He then held up the magazine put out by the Tourism Bureau and noted this is expensive and noted we do not need more tourism.

Kelly Harrison/Resident noted they found the study easy to read and understand. She brought up the community survey noting it seems to be split on how the community feels. She also noted there is a way to manage without making it an experiment.

David Holland Morris/Resident noted he liked the idea of taking time to review the study more carefully. He noted he hears a lot of proposals for regulation but without concrete data. He noted more data was needed.

Barry/Resident noted they purchased in 202, and they hoped to one day become year-round residents but noted the recommendation that only residents can have a vacation rental is unfair. They also noted the issues when the park is closed, or the cap on capacity. They noted the recommendations do not take into account regulations in place within Wawona.

Jeanne- Ann Pine/Resident noted she is coming from a neutral point. She noted when the conversation started, she owned three vacation rentals. She has since sold them. She went into her thoughts on some of the recommendations and noted regardless of what happens, not everyone will be happy. She also noted maybe there could be a “naughty list” for those STRs that the Sheriff or County gets calls on for being a nuisance.

Victoria Trujillo/Resident noted 40 years ago she dreamed of owning vacation rentals. She noted 10 years ago they bought run down homes and converted them. She brought up her large family and how they prefer

vacation rentals when they travel. She then went into the ups and downs of owning vacation rentals. She also noted she wanted to see a list of nuisance vacation rentals. She noted she feels this is discrimination against STRs as they are always the ones to suffer when more money is needed.

Kim Tucker/Resident/Housing Committee Member, noted her concern is on housing in general, not STRs. She noted her concern with the housing situation for concessionaire employees, with roughly 300-400 people living in canvas tents in the park. She noted those would not be allowed outside the park for housing and noted the Park Service should be drawn into this conversation.

Unknown Caller/Vacation Rental Owner noted they bought a house in Midpines in 2018 because they visited the park so much. He noted hotels are not family-friendly. He noted building more hotels is not the answer. He noted he will not go back to a long-term rental.

Charles Lammers/Resident agreed the Park Service needed to be included. He noted they evicted people from the trailer park to fill with their V.I.P.s. He noted there needed to be better dialogue with the National Park Service.

Jenni Kiser/Resident noted maybe the strategy is to bite off pieces at a time. She noted it doesn't sound like there is enforcement for the nuisances. She noted it sounds like the county is holding the wrong people accountable. She noted STR owners are business owners, and they need to be able to make responsible business choices.

Andrew Trujillo/Resident noted he does not like the subject of eviction and new home purchases. He noted the hoops he had to jump through to open his door. He noted the county has taken an adversarial stance. He noted the redundancy of county inspections and noted that every time new regulations are put in place, new jobs seem to be created.

Lorraine Freeman/Resident noted she was thinking of Idle Wheels; There needed to be more park model homes. She also noted a correction to the date on her comment from earlier in the day noting the year was 2017-2018.

Bruce/Resident thanked the Board for clarifying that this wasn't to raise fees. He noted that he thought this was to go back to the basics to address housing shortages, but there seems to be a gap between the information. He noted that restricting the numbers does not benefit the community.

Jeanne-Ann Pine commented again, noting that tenant rights are the real issue for long-term renting, regaling issues she has dealt with in the past.

Tammy Guenthart/Resident noted she lives on a 2-mile road with ten vacant homes. She asked about landlord rights. She noted it's not short-term rental issues; it's a lack of good renters. Mr. Goger answered some of the questions asked.

Board discussion ensued.

DIRECTION: Leave vacation rentals as is and bring them back in the fall after the summer reservation service in the park service can be analyzed. Work to consolidate the process of inspecting the vacation rental application as well as making a Permit Ready or Master Plans a priority.

RESULT: DIRECTION GIVEN

3. Administration

Discussion and Direction Regarding the Countywide Operational and Organizational Review

4:40 PM Chair Menetrey recessed for a brief break and reconvened at 4:45 PM.

Dallin Kimble gave the staff report. Rob Hager and Callie Seymour from Guidehouse gave a PowerPoint presentation. No public comment.

Board discussion ensued.

RESULT: PRESENTATION HELD

4. Board of Supervisors

Discussion and Direction on the Process of Assigning Addresses to Parcel (Board Chair)

Chair Menetrey introduced this item. Corrina Miranda and Sarah Hughes gave a PowerPoint presentation on history. Ethan Smith/GIS Specialist gave a brief overview of the ESRI addressing solutions.

Public comment was received by Steve Ward/Cal Fire/County Fire noted it is important for emergency services to get the correct address location. He noted during emergencies, if the County has outside aid, it is often hard for them to find the location.

Board discussion ensued.

DIRECTION: Staff is to begin implementing the addressing application on ESRI and bring back an item with recommendations based on research including recommendations for defining "development" and policies.

It was further noted the definition of "development" would need to be codified and any policies or procedures could be approved via resolution.

RESULT: DIRECTION GIVEN

5. Clerk of the Board

Discussion and Possible Direction Regarding the Use of Video Software in Board Meetings

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued

DIRECTION: Wait for a year and bring it back at a later date.

RESULT: DIRECTION GIVEN

Report Out

6:39 PM Chair Menetrey reconvened and noted that during the closed session, information was received, and direction was given for all items.

L. Board Information

Information received.

M. Adjournment

6:41 PM adjourned in memory of Mary Ellen Wass Williams, Kenneth Williams, Jann Baker, and Izabella Eden Hance.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY SPECIAL MEETING MINUTES MARCH 28, 2024

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

9:00 AM Chair Menetrey called the special meeting to order, noting all five board members were present, and the County Administrative Officer and Clerk of the Board were also in attendance. Chair Menetrey also noted County Counsel was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Closed Session

Chair Menetrey read the closed session item. No public comment. recessed into closed session at 9:02

9:02 AM Chair Menetrey recessed the Board into closed session.

11:22 AM Chair Menetrey reconvened the board meeting and reported that information had been received and direction had been given during the closed session.

1. Board of Supervisors

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review:
County Administrative Officer (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

D. Adjournment

11:22 AM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY SPECIAL MEETING MINUTES APRIL 2, 2024

A. 11:00 AM Called to Order and Roll Call

11:00 AM Chair Menetrey called the meeting to order, noting all five supervisors were present, including the Clerk of the Board and County Counsel. Chair Menetrey noted the County Administrative Officer was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	11:00 AM
Shannon Poe	District II Supervisor	Present	11:00 AM
Danette Toso	District III Supervisor	Present	11:00 AM
Wayne Forsythe	District IV Supervisor	Present	11:00 AM
Miles Menetrey	District V Supervisor	Present	11:00 AM

B. Pledge of Allegiance

Chair Menetrey read the closed session item.

C. Closed Session

11:02 AM Chair Menetrey read the closed session item. No public comment.

11:02 AM Chair Menetrey recessed the board into closed session.

12:29 AM Chair Menetrey reconvened and reported out of closed session that information was received and direction was given.

1. Board of Supervisors

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review:
County Administrative Officer (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

D. Adjournment

12:29 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY SPECIAL MEETING MINUTES APRIL 3, 2024

A. 2:00 PM Called to Order and Roll Call

2:00 PM Chair Menetrey called the meeting to order, noting Supervisor Smallcombe would be in the room shortly. He also noted the Clerk of the Board and County Counsel were present. Further noting the County Administrative Officer was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	2:01 PM
Shannon Poe	District II Supervisor	Present	2:00 PM
Danette Toso	District III Supervisor	Present	2:00 PM
Wayne Forsythe	District IV Supervisor	Present	2:00 PM
Miles Menetrey	District V Supervisor	Present	2:00 PM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Closed Session

2:01 PM Chair Menetrey read the closed session item as Supervisor Smallcombe entered the chambers. No public comment.

2:02 PM Chair Menetrey recessed the Board into closed session.

3:45 PM Chair Menetrey reconvened the meeting and reported out of closed session that information was received and direction was given.

1. Board of Supervisors

CLOSED SESSION: Public Employee Employment Title or Position to be Filled:(Government Code Section 54957 (b) (1)) County Administrative Officer

RESULT: CLOSED SESSION HELD

D. Adjournment

3:46 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES APRIL 9, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent notice and noted CA. 18 was continued to May 7th, 2024. He also read off each item that required a 4/5th vote. He also noted that the consent agenda contained six proclamations which occurred every year.

Public comment was received by Mike Brusa/Bear Valley where he noted the consent agenda was lengthy. He then commented on the continuance of CA. 1 and noted it was inappropriate. He further discussed American Revolution history.

Steve Ward/Cal-Fire/Mariposa County Fire Division Chief commented on CA. 6 recognizing the volunteer firemen. He noted they sacrifice a lot to be there for community members on their worst days. He then noted there are 59 volunteers, 44 of which are medical responders. He thanked them for their service to the community.

Heather Livingston/Friday Night Live/Mariposa Safe Families introduced Issac Camerlinga as a new mentor, noting he is a great asset to the team. She then played a video for Friday Night Live Month.

Megan Atkinson/Mariposa Safe Families commented on CA. 8, thanking the Board for their support. She noted child abuse and neglect affect children of every race and religion and in every community, including ours. She expressed the need for children to be in a safe and loving environment and noted for to many children, their lives are nightmares. She noted the statistics were staggering. She expressed the need to cultivate an environment of empathy and passion. She then discussed the annual planting of pinwheel gardens in honor of Child Abuse Awareness Month.

Shauna Bender/Health and Human Services commented on CA. 9, noting it is a celebration of young lives. She said that it is up to each adult to ensure that every child experiences an early environment that promotes physical and mental health growth. She then listed the theme for each day of the week, which was themed for fun activities for young children.

Nikki West/First Five also commented on CA. 9, noting they have a program called “hands-on heroes.” She noted the theme is “celebrating early learning.” She noted the winners are Valerie Carey and Mindy Masic for the work they do for the young children of Mariposa County.

Sheila Baker/Behavioral Health, came to the podium with Todd Davidson/Supervisor. Both spoke on CA. 5 and noted a lot of their work in the behavioral health field is to point out the stigma that surrounds substance abuse. She noted denial is a common trait as they believe they are not drinking “a lot”. Mr. Davidson noted that the community can gain understanding as well as it being a good time to talk to teens about the dangers; they noted that alcohol takes a toll on people and their families, and if anyone is seeking professional help, to reach out to 209-966-2000.

The Friday Night Live Group spoke on CA. 5. Each teen took a turn on the speech.

Kaitlyn Wagoner/Program Specialist Mountain Crisis, commented on CA. 4, noting “Denim Day” would be on April 24th. She noted this is a big month for their agency and thanked the Board for bringing this item forward.

Dallin Kimble, County Administrative Officer, asked that the Board withdraw the budget action for CA.3 so it can be investigated further.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve Budget Action for Human Resources to Cover Additional Expenses Associated with Negotiations and Investigations (\$20,000) (4/5's Vote Required)

CA4. Board of Supervisors

Proclaim the Month of April 2024, as "Sexual Assault Awareness Month" and April 24th, 2024, as "Denim Day" (Board Chair)

CA5. Board of Supervisors

Proclaim the Month of April 2024, as "Alcohol Awareness Month" (Board Chair)

CA6. Board of Supervisors

Proclaim the Week of April 21st Through April 27th, 2024 as "Volunteer Week" (Board Chair)

CA7. Board of Supervisors

Proclaim the Month of April 2024, as "Friday Night Live Month" (Board Chair)

CA8. Board of Supervisors

Proclaim the Month of April 2024, as "Child Abuse Prevention Month" (Board Chair)

CA9. Board of Supervisors

Proclaim the Week of April 6th Through April 12th, 2024 as "Week of the Young Child" (Board Chair)

CA10. Board of Supervisors

Adopt a Resolution of Recognition and Congratulations to Ruth Sellers for Celebrating Her 100th Birthday on November 30th, 2023 (Supervisor Toso)

CA11. Board of Supervisors

Approve a Letter of Support for Assembly Bill (AB) 2859; and Authorize the Board of Supervisors Chair to Sign the Letter

CA12. Clerk of the Board

Appoint Samuel Cervený to the Rural County Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) for Solid Waste as the Public Works Director Representative at the Request of the Public Works Director

CA13. Clerk of the Board

Approve Service Agreement with Mountain Top Media for Technical Support on the Sound System;

and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. Clerk of the Board

Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Member

CA15. District Attorney

Approve Budget Action Adjusting Appropriations Within Victim Witness Assistance Budget for Fiscal Year 2023-2024, Balancing Unanticipated Revenue (\$71,373) (4/5ths Vote Required)

CA16. Fire

Approve First Amendment to the Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. Fire

Approve payment of invoice(s) from Peraton for Interface Installation and Scope of Work to be Done to the CALFIRE Emergency Command Center (ECC) Computer Assistance Dispatch (CAD) System; and Authorize the Auditor to Submit Payment

CA19. Health and Human Services Agency

Ratify the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2023-2024 in the Amount of \$134,947; Authorize the Board of Supervisors Chair to Sign the Certification Statements; and Ratify the Health and Human Services Director to Sign the California Children's Services (CCS) and Health Care Program for Children in Foster Care (HCPFC) Certification Statements for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA20. Health and Human Services Agency

Ratify the Signatures of the Health and Human Services Director and MCAH Director for the Acceptance of the Maternal, Child and Adolescent Health (MCAH) Funding Application Agreement Number 202322 in the Amount of \$95,653.89 for Fiscal Year 2023-2024; and Authorize the Health and Human Services Director to Sign the Maternal Child Adolescent Health (MCAH) Agreement Funding Application (AFA) for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA21. Health and Human Services Agency

Ratify the Approval of Acceptance of the CASPHI (California Strengthening Public Health Infrastructure) Grant Funds; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Public Health Branch Budget to Recognize the Grant Funding Full Award Amount (Five Years (\$583,092) (4/5ths Vote Required)

CA22. Health and Human Services Agency

Remove Mark Pina from the In Home Supportive Services (IHSS) Advisory Committee

CA23. Health and Human Services Agency

Approve the Mariposa County Health and Human Services Agency's California Work Opportunity and Responsibility to Kids (CalWORKS) System Improvement Plan; and Authorize the Board of Supervisors Chair to Sign the Improvement Plan

CA24. Health and Human Services Agency

Approve Second Amendment with Jackson and Coker Locum Tenens, LLC Increasing the Amount by \$95,000 for a New Amount Not to Exceed \$215,000 for the Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. Health and Human Services Agency

Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by \$50,000 for a New Amount Not to Exceed \$150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. Health and Human Services Agency

Approve Amendments to the Mariposa County Emergency Medical Care Committee (EMCC) Bylaws

CA27. Health and Human Services Agency

Accept the Resignation and Recognize the Service of Steve Ward and Karen Wilson to the Mariposa County Emergency Medical Care Committee (EMCC); and Appoint Aaron Sundstom as the Primary Representative for Sierra Ambulance, Dr. Eric Sergienko as Representative for the Mariposa County Health Officer, Amy Clubb as the Primary Representative for the Health Department, Dr. Crystal Irwin-Warren as the Primary Representative for Yosemite Medical Clinic, Hidekatsu Kajitani as Alternate Representative for the Yosemite Medical Clinic, Jonathan Knauf as the Primary Representative for Mercy Ambulance Service, Jesse Torres and Jesse Figueroa as Alternate Representatives for Mercy Ambulance Service, Steve Mullen as the Primary Representative for California Highway Patrol, Dawn Hoff as Alternate Representatives for California Highway Patrol, and Jonathan Beery as Alternate Representative for County Fire Department to the (EMCC) with Terms Expiring on April 9, 2028

CA28. Health and Human Services Agency

Approve the First Amendment with Alliance for Community Transformations for Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA29. Health and Human Services Agency

Approve First Amendment to the California Department of Health Care Services (CA DHCS) Agreement for Updated Scope of Work Budget Detail with no Monetary Cap Payment Provisions and Additional Provisions; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA30. Health and Human Services Agency

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) G22-EIDG-14 Emissions Inventory Database Grant (\$8,583) (4/5ths Vote Required)

CA31. Health and Human Services Agency

Approve Fifth Amendment with Qualifacts Systems, LLC for Purchase of Revenue Cycle Management, RCM Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA32. Planning

Accept Resignation and Recognize the Service of Paul Koubek and Gary Wuchner; Re-Appoint Roger Soulanille and Gale Banks on the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2026

CA33. Planning

Accept Resignation and Recognize the Service of Art Baggett on the Merced River Trail Community Working Group

CA34. Planning

Re-Appoint Caroline McGrath, Candy O'Donel-Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee with Terms Expiring February 28, 2026

CA35. Planning

Accept Resignation and Recognize the Service of Nancy Cordero on the Code Compliance Advisory Committee

CA36. Planning

Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term Expiring February 28, 2026

CA37. Planning

Approve Updated By-Laws of the Wawona Town Planning Advisory Committee (WTPAC)

CA38. Planning

Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA39. Planning

Re-Appoint Heath Harris to the Housing Program Advisory Committee with a Term Expiring February

28, 2027

CA40. Planning

Re-Appoint Greg Baxter, Margaret Rolfe, Jeff Cerioni and James Christian to the Fish Camp Town Planning Advisory Council with Terms Expiring February 28, 2026

CA41. Public Works

Authorize the Public Works Directors to Waive the Encroachment Fee of \$206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am

CA42. Public Works

Decline the Option to Purchase Hanger #42 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

CA43. Public Works

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement

CA44. Treasurer/Tax Collector/County Clerk

Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, March 5, 2024

E. Items removed from Consent Agenda

CA. 18 was Withdrawn and Rescheduled for May 7th, 2024, at 9:00 AM or soon thereafter by the Department.

CA. 3 was Withdrawn by the County Administrative Officer for further investigation.

CA18. Health and Human Services Agency

Approve First Amendment with Eloomi Increasing the Amount by \$4,350 for a New Amount not to Exceed \$60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN and RESCHEDULED for MAY 7th, 2024, at 9 AM or soon thereafter.

CA3. Administration

Approve Budget Action for the Grand Jury Due to Unplanned Additional Investigation Expenses (\$15,000) (4/5's Vote Required)

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen/Public Works Director gave a few project updates. She noted that the following week, Cals Trans would be coming to the Board with an update on their projects. She also highlighted the Parks and Recreation Division.

Joe Lynch/Health and Human Services Director, noted that on April 1st, 2024, the residents at the Frank Wilson encampment were given 30 days to leave. He further noted on May 1st, 2024, the camp will be closed permanently and restored to its previous condition. He noted there were roughly ten individuals at the encampment. Mr. Lynch switched gears and noted the Board would see a lot of ratification items from his agency. He noted there is generally a short time frame to accept funds, which is the reason for the ratification. Per Supervisor Forsythe's request, Mr. Lynch gave an overview of the history of the encampment.

Keri Kisela/Chamber of Commerce announced events that would be taking place over the upcoming weeks.

Jermey Brieze/Sheriff noted for the month of March, there were 1,858 calls for service and 80 jail bookings. He highlighted the Sheriff's Foundation for its partnership with the Easter event. He also announced that Deputy Griz was introduced at the Easter event. He noted there are currently two missing individuals, Crystal Blackburn and Barbara Barnette; he noted the cases were not related. He told the listening public that if they knew anything, to contact the Sheriff's Office. He noted the Sheriff's Office would be opposing Senate Bill 1160 which would require every firearm to be annually registered. He also noted they would be opposing Senate Bill 1253. His last update was on a missing individual out of Merced, the individual was last seen on Cotton Creek Road, after leaving the Hornitos Enchilada Feed. He noted this is a recovery operation as they needed to bring in wreckers to get the vehicle out. He noted he felt this individual could have been located easier with proper air support. He noted he would be continuing his quest to get a helicopter for his operations.

Tony McDaniel/Director of the Communications Tourism Bureau, noted roughly a year ago that they launched a new website. He noted since the launch, they have won six awards on a national level. He noted they also won Best New Website by Word Press Engine. He noted they are doing great work for the community.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne-Ann Pine/UC Master Gardeners noted the annual plant sale will take place on April 27th at 8:00 AM. She noted they have a lot of new items as well as a lot of used garden tools. She further noted there are over 700 tomato plants.

Mike Brusa noted he is a freedom advocate. He discussed how he felt the general government was oppressive. He discussed his disdain for the Hotel Feasibility study as well as the Short Term Rental study.

Jacob Faulder/Senator Alvarado-Gil Feld Staff noted he would be holding office hours in the library community room. He noted he also brought a legislative update on Senate Bill 945, Senate Bill 1088, and Senate Bill 1251.

? McReady/Resident wanted to address the Board as to what was being done with the School House on Darrah and Triangle. He asked if the Board could lease it to the 4-H children. He also noted there is a lot of graffiti on Snow Creek bridge.

Recess Board of Supervisors

10:20 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code 54952.3 announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:21 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Allocation Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

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 IV Supervisor Forsythe, District II Supervisor Poe

Adjourn LTC

10:24 AM Chair Forsythe adjourned the Local Transportation Commission.

Reconvene as Board of Supervisors

10:23 AM Chair Menetrey reconvened the Board of Supervisors meeting and then recessed for a five-minute break and reconvened at 10:28 AM.

I. Regular Agenda Items

1. Sheriff's Office

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2024

Chair Menetrey opened the public hearing. Sheriff Briese gave the staff report.

Public comment was received by Mike Brusa noted he did not agree on militarizing the police, but he believed the Sheriff should be given the tools he needs to do his job.

Board discussion ensued.

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

10:51 AM Chair Menetrey closed the public hearing.

2. **Planning**

PUBLIC HEARING: Approve the Closeout of the Safety and Freedom Enhancement (SAFE) Business Relief Program Grant with Agreement #20-CDBG-PI-12004; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Chair Menetrey opened the public hearing. Will Fassett/Community Design Planner gave the staff report.

Public comment was received by Mike Brusa, who noted this contributes to the trillion dollars spent a day, which is a situation that will not end well. He then discussed his disdain.

Board discussion ensued.

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

10:56 AM Chair Menetrey closed the public hearing.

3. **Planning**

Authorize the Ongoing Destruction of the Planning Department's Application and Research Files (Referred to as Parcel Information Files) and Code Compliance Files that are More than Two Years Old, and that are Deemed Closed, and Scanned and Stored Digitally

Steve Engfer/Planning Director, gave the staff report.

Public comment was received by Lorraine Freeman, who noted she believed this to be questionable activity. She noted she felt they would be destroying evidence against them and that there may be a pattern of dishonesty. She believed everything should be kept.

Board discussion ensued.

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

4. Public Works

Receive Presentation by the Public Works Department on Revised Solid Waste and Recycling Facility Fee Schedule and Provide Direction on Implementation

Sam Cervený/Deputy Director of Public Works gave a PowerPoint presentation.

Public comment received by Jeanne-Ann Pine noted that she felt this would cause more waste to be dropped on her road as people would not want to pay. She noted that she felt the cost should come from the general fund and not from increasing the fees.

Mike Brusa noted as someone who would have to pay, he is not unhappy with the service. He noted he is also not unhappy with the cost as he can see what he is paying for. He noted the board has decisions to make and previous decisions were made based on a march of folly that they now need to correct.

Michael Day/Resident of North County, noted that 13 years ago, a 60% increase was approved for the transfer stations in Don Pedro, Hornitos, Coulterville, and Fish Camp, and he was concerned that this was 80% over what they already paid.

Mr. Cervený noted this increase is not for the transfer stations but for the landfill only.

Board discussion ensued.

DIRECTION: Staff is to come back to the Board to approve an item with a 50% increase the first year, 60% the second year, and 80% the third year and the increases will include CPI and after the third year fees will be approved by CPI yearly.

RESULT:

DIRECTION GIVEN

5. Administration

TABLED from March 19th, 2024 to April 9th, 2024 at 9am or Soon Thereafter

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and
Authorize the Board of Supervisors Chair to Sign the Confirmation Letter

Dallin Kimble gave the staff report and noted that the State of California has noted that they are going to build the middle mile by the end of 2026. Mr. Kimble noted they received funds through Rural County Representatives of California (RCRC) to create a plan on how to build connections to individuals or houses. He noted that as part of the design, the county needs to identify “hut” locations.

Public comment was received by Jonathan Noel who asked if the locations have already been identified noting they shouldn’t be in large, populated areas.

Michael/Sierra Tele (STI) Representative, who was the operations manager, noted they have invested \$40 million into the middle and last mile projects. He noted the “hut” location sites indicated in the document are already project locations for Sierra Tele. He noted he felt it would be a misuse of funds to use tax funds to design a network that has already been designed.

Marilyn Saunders/Resident noted she has fiber to her door from STI. She noted she felt it was a duplication of

infrastructure and there is a dire need for infrastructure in other locations in the county.

Board discussion ensued. It was noted that this item was just to approve the locations, this is for potential use and does encumber the county. Supervisor Smallcombe noted she was not in favor of committing public land for possibly using public land for this purpose.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

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

6. **Administration**

Approve the Modification of the Public Health Officer Position in the Health and Human Services Agency, Effectively Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

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

7. **Administration**

Approve the Use of the International Code Council's (ICC) Building Valuation Data Sheet for the Square Foot Construction Cost to be Updated Once a Year with the August Release

Dallin Kimble gave the staff report. No public comment. Rachelle Ziegenfuss/Planner gave an explanation to a question raised by Supervisor Poe.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

8. **Board of Supervisors**

Appoint Corrina Miranda as the Acting Building Director at an Annual Salary of \$142,257.74, Effective Immediately

Chair Menetrey gave the staff report. He made mention of a Job Classification Plan, he then read a quote from the plan and noted the amendments below that will need to be made.

Amendment 1 - Salary is to be set at \$128,031.97

Amendment 2 - Appointment effective today; salary becomes effective May 10th.

Public comment was received by Steve Engfer/Planning Director, who thanked the Board for bringing this

forward and looked forward to working with Corrina in this capacity.

Chair Menetrey noted all the qualifications and notifications Ms. Miranda has.

Item was adopted as amended with the above amendments.

12:52 PM the Board returned to this item after I.9, noting discrepancies to the salary effective date. County Counsel advised that the item could be rescinded and reconsidered since the meeting had not yet been adjourned.

Item was taken up for reconsideration.

Supervisor Forsythe moved the item and then withdrew his motion for further public comment.

Further public comment was received by Jonathan Noel who noted that 90% of salary after item I.9 sounded like the Board was playing favorites.

Lorraine Freeman/Resident noted Ms. Miranda had written legislation that was attempting to impose excessive fines. She noted she felt Ms. Miranda would be putting the County at risk as she has a history that is negative. Ms. Freeman alleged that Ms. Miranda impersonated a federal census officer to carry out code compliance inspections. She felt the Board needed to reconsider this decision.

Public comment was closed.

AMENDED: Approved to appoint Corrina Miranda as the Acting Building Director with a salary of \$128,021.97, Effective immediately.

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

9. Board of Supervisors

Appoint Joe Lynch as the Acting County Administrative Officer (CAO) at an Annual Salary of \$206,507.69, Effective May 11th, 2024

Chair Menetrey gave the staff report.

Public comment was received by Jonathan Noel, Sheriff Jeremy Brieese, and Steve Engfer, support was expressed.

Board kudos were given.

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

J. Closed Session

Chair Menetrey noted the Closed session item had been withdrawn and would return on April 16th.

1. Administration

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

RESULT: WITHDRAWN and RESCHEDULED for APRIL 16th, 2024 at 9:00 AM or Soon thereafter

Report Out

None.

K. Board Information

Information received.

L. Adjournment

1:06 PM Chair Menetrey adjourned in memory of Evelyn Wilson, Raymond Westmoreland, Tim Marrison, Steve Kuryla, and Dorthy Maine.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



Mariposa County

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MILES MENETREY, CHAIR
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DANETTE TOSO

DISTRICT V
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DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES APRIL 16, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda notice and noted that CA. Three and CA. 20 require a 4/5ths vote.

Public comment was received by Mike Brusa/Resident noted he comments on CA.1 regularly. He wanted to further discuss the Hotel Feasibility Study, noting it should not be the undertaking of the County and the government was getting involved in things it shouldn't. He further noted it is another instance of a march of folly. He then gave a history of the homes that use to be on Canary Row.

Jessica Mimnaugh/Victims Witness Supervisor, commented on CA. 5, Crime Victims Rights Week. She noted crime is writing in Mariposa County. She noted they saw a 35% increase over the last year. She further noted

this year's theme was "How would you help", which was to get communities talking about how to be helpful to victims as well as being trauma-informed.

Supervisor Poe asked that CA. 15 be pulled for further discussion.

Chair Menetrey commented on CA. 6, recognizing the committees for the 26 sets of minutes received.

Supervisor Smallcombe commented on CA. 10 and asked that the Water Agency Advisory Board come back with their annual report for information regarding the Draft Resiliency Task Force (DRTF).

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Receive the List of Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

CA3. Administration

Approve Budget Action for the General Liability Insurance Fund Recognizing Additional Fund Balance (\$29,558) (4/5's Vote Required)

CA4. Board of Supervisors

Proclaim the Month of May 2024 as "Older Americans Month"

CA5. Board of Supervisors

Proclaim the Week of April 21st through April 27th, 2024, as "Crime Victims' Rights Week"

CA6. Clerk of the Board

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

CA7. Clerk of the Board

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in March of 2024

CA8. Clerk of the Board

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in March of 2024

CA9. Clerk of the Board

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2024

CA10. Clerk of the Board

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

CA11. Planning

Appoint Kristina Rylands to the Merced River Trail Community Working Group as a Member Representing the Trail Advocate and Outdoor Recreation Enthusiast Category to Fill a Remaining Term Expiring February 28, 2025

CA12. Planning

Approve and Adopt The Hotel and Conference Center Feasibility Study

CA13. Planning

Appoint Danielle Bradshaw to the Housing Program Advisory Committee with a Term Expiring February 28, 2027

CA14. Public Works

Approve Second Amendment with GPA Consulting for Environmental Services on Darrah Bridge to Extend the Term of the Agreement to June 30, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. Public Works

Adopt a Resolution Accepting a Grant Deed From the Estate of Jack G. Kirk, Conveying Property Needed For Construction of the Buckeye Road Over Mariposa Creek Bridge Project (Br. No. 40C0036); Approve an Agreement for Acquisition of Property; Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor to Submit Payment to Inter-County Title Company for \$2,599

CA17. Public Works

Appoint Will Atkinson to the Parks and Recreation Commission Representing District V with a Term Expiring April 9, 2028

CA18. Public Works

Approve Change Order No. 1 with Williams Excavation, Inc. Increasing the Amount by \$126,442.68, for

a New Amount Not to Exceed \$893,542.68, for the West Whitlock, Jerseydale, and Wawona Storm Repair Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA19. Sheriff's Office

Approve One Over-Hire Custodial Deputy Position, Effective June 1, 2024

CA20. Sheriff's Office

Accept Grant Award from the Hazard Mitigation Grant Program; Prepare CA Match in the Amount of \$185,640 for Phase I of the Mariposa Creek Way Hazardous Fuels Reduction Project; Authorize the Sheriff to Sign Grant Agreement; Authorize the Public Works Director to Execute all Remaining Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue (\$185,640)

E. Items removed from Consent Agenda

CA15. Public Works

Adopt a Resolution Verifying County-Maintained Road Mileage

Supervisor Poe asked for this item to be pulled for further discussion. He thanked Director Hansen and the North County Crew.

Shannon Hansen/Public Works Director noted the roads and bridges manager is working on an assessment of the roads. She noted that once done, they will have conversations with Supervisors about recommendations and bring a revised list next year. In response to a question from Supervisor Poe, she noted the county would need to invest \$10 million each year to get the roads in good condition.

RESULT: Adopted (UNANIMOUS)

MOVER: District II Supervisor Shannon Poe

SECONDER: District I Supervisor Rosemarie Smallcombe

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

F. Departmental Presentation

Steve Ward/Cal Fire/Mariposa County Fire Division Chief noted as of April 15th they have transitioned out of the Amador agreement and will begin fully staffing stations. He also noted as of May 1st, burning permits will be required.

Dallin Kimble/County Administrative Officer, noted they are getting ready for a two-day budget discussion. He noted for the listening public that those dates were posted online. He announced with excitement that the State travel plan will be rolled out as well as announced a reminder about earmark request deadlines. He noted they did submit an earmark request to Senator Butler for the 6th Street Bridge. Mr. Kimble noted this was his last regular board meeting before he moved on to another opportunity in Prescott, Arizona. He noted he was extremely proud of his team, his time here, and the people.

G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident noted his complaint is that the County has waited 18 years to raise prices, he noted he blames the previous and current Board members. He noted everything was in the red. He noted he doesn't get raises every year. He expressed that this is disturbing, and he is not happy.

Mike Brusa noted that he is a freedom advocate. He noted that when the government gets involved, it messes up everything. He noted that the Government doesn't do well with long-term planning. He then discussed the market system and entrepreneurship.

H. Board Recognitions

1. Planning

Acknowledge the Service of the AmeriCorps NCCC Crew for Three Months of Work in Mariposa County

Will Fassett/Community Design and Development Planner noted the crew of seven young people was sponsored by the County and worked with seven different partner programs. He then highlighted their accomplishments.

Connor Hill,/Team Leader, thanked the Board and noted the open armed community has been a great motivation. He noted they worked hard to meet their goals. He noted this place is known for its beauty but for him, it will be known for the community,

Public comment was received by Barbara Coan/Fire Safe Council, who noted she worked with this crew to assist disabled citizens with creating fire clearance on downhill slopes. She acknowledged the crew for their hard work and persistence, noting the real value and hope they bring that she hopes continues.

Jeanne-Ann Pine/Master Gardeners noted each one of the young people was incredible. She noted in rain and snow they were shoveling and working. She was excited to see some of the flowers they planted in the demonstration garden coming. She expressed her joy in working with them.

Jacob Hawley/Visitors Center noted they did a great job in front of the visitor's center. He said the crew was positive and thanked the group who brought them in.

Alison Lee-Deak/Fire Advisor UCCE recognized the work of the crew and noted its been a joy to work with them.

Chair Menetrey presented the crew with certificates of appreciation.

RESULT: PRESENTATION HELD

Recess Board of Supervisors

9:59 AM Chai Menetrey recessed the Board, and the Clerk of the Board read the announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:00 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works

Recognize Council Members' Debra Bacellos, Jordan Van Delden, and Kelly Taute for their Past Service on the Social Services Transportation Advisory Council; and Appoint Erick Hanneman as Social Service Transportation Provider and Rachel Nabors as Social Service Transportation Provider with a Three (3) Year Term Ending April 16, 2027

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

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

Adjourn LTC

10:03 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:03 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. Public Works

Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

Shannon Hansen introduced Brian Hooker/District 10 Cal Trans Partner. Mr. Hooker gave the Clerk of the Board a hand and updated the Board on current projects. No public comment. Board discussion ensued.

RESULT: PRESENTATION HELD

2. Planning

Approve Sixth Amendment with Mintier Harnish Planning Consultants Increasing the Amount by \$41,000 for a New Amount not to Exceed \$358,995 for FY 2023-2024 for preparation of the

Development Code; Authorize the Board of Supervisors Chair to Sign the Amendment.

Steve Engfer/Planning Director, gave the staff report and introduced Jim Harnish/Principal Owner Mintier Harnish , and Michael Gibbons/Mintier Harnish, who gave a PowerPoint presentation.

Public comment was received by Mike Brusa who noted there was no way to wade through thousands of policies and be comprehensive. He discussed how he felt this was another document for the county to use to continue to be a monopoly.

Board discussion ensued.

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

3. **Clerk of the Board**

Approve the Financial Management Calendar for 2024, Setting Hard Deadlines for Legislative, Codified, and/or Policy Required Reports

Board returned to this item after closed session.

12:24 PM Danielle Bondshu/Clerk of the Board gave the staff report. No public comment.

Board asked the Clerk of the Board to come back to discuss one item in which the Board passed an ordinance in 1947 that is still currently in play.

Further Board discussion ensued.

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 IV Supervisor Forsythe, District II Supervisor Poe

K. Closed Session

Chair Menetrey noted they would return to Regular Agenda item 3 after the closed session. He then read the closed session item. No public comment.

10:59 AM Chair Menetrey recessed the Board into a 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

Report Out

12:23 PM Chair Menetrey reconvened and reported that information was received and direction was given. He then noted they would return to Regular agenda item 3.

L. Board Information

None.

M. Adjournment

12:31 PM Chair Menetrey adjourned in memory of Bernie McDaniel and William Freeman.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY SPECIAL MEETING MINUTES APRIL 30TH AND MAY 1ST, 2024

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

Chair Menetrey called the special meeting to order, noting this special meeting spans two days.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Study Session

No public comment.

1. Administration

Budget Study Session Regarding Fiscal Year 2024-2025 (FY25) Budget Requests

Dallin Kimble/County Administrative Officer began the Study Session at 9:04 AM. Jerney Briesse/Sheriff gave his presentation beginning at 9:22 AM. Catherine Lopez/District Attorney's Office, gave their presentation at 9:48 AM. Chair Menetrey, at 9:51 AM, opened for public comment, but none was received. Ryan Oliphant/Chief Probation Officer gave their presentation at 10:07 AM.

Chair Menetrey opened for public comment. Public comment received by Pete Judy/a District 4 resident, commented about the whiteboard process, noting it was valuable.

10:47 AM Chair Menetrey recessed the Board until 1:00 PM.

1:00 PM Chair Menetrey reconvened for the second round, which included the Planning Department, the Agriculture Commissioner, the Building Department, the Assessor-Recorder and the Fire Department. No public comment on this group's requests.

2:44 PM Chair Menetrey recessed the Board and reconvened at 3:00 PM for Public Works PowerPoint presentation.

4:28 PM Chair Menetrey recessed the Board and noted they would reconvene at 9:00 AM the following morning.

May 1st, 2024 Chair Menetrey reconvened the special meeting at **9:00 AM**, due to technical issues the audio was not working properly until 9:38 AM. Colleen Rhodes noted this, and Luisd Mercado/Auditor gave his presentation for a third time to ensure the listening public could hear him at 9:41 AM. Public comment was received by Colleen Rhodes.

Danielle Bondshu/Clerk of the Board gave her budget request presentation at 10:07 AM. Public comment was received by Colleen Rhodes. Steve Dahlem/County Counsel gave his budget presentation at 10:16 AM. No public comment. Courtney Progner-Morrow/Tax Collector/County Clerk/Treasure gave her presentation. No public comment. Dallin Kimble/County Administrative Officer gave a PowerPoint presentation at 10:35 AM. No public comment.

11:19 AM Chair Menetrey recessed the Board and reconvened at 11:29 AM.

Matt Johnson/Librarian gave his presentation at 11: 30 AM. No public comment. Fadzayi Mashuri/University Cooperative Extension (UCCE) gave her budget presentation at 11:44 AM. No public comment.

12:04 AM Chair Menetrey recessed the Board until 1:00 PM.

1:00 PM Chair Menetrey reconvened. Jeff Witthun/Child Support Services gave his presentation at 1:02 PM. No public comment. Joe lynch/Health and Human Services Agency Director gave his budget presentation at 1:22 PM. No public comment.

2:14 PM the study session concluded.

RESULT: PRESENTATION HELD

D. Closed Session

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

2:16 PM Chair Menetrey recessed the Board into closed session.

3:37 PM Chair Menetrey reconvened the meeting and noting during the closed session, information was received, and direction was given.

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

E. Adjournment

3:37 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-219

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Approve the Submittal of FEMA DR-4750 Hazard Mitigation Grant Program Application to Provide Funding for Roadside Vegetation Fuel Reduction on County Maintained Roads for a Total of \$600,000; and Authorize the Board of Supervisors Chair to Sign the Documents Required for Grant Submission Including Match Commitment Letter (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of FEMA DR-4750 Hazard Mitigation Grant Program Application to Provide Funding for Roadside Vegetation Fuel Reduction on County Maintained Roads for a Total of \$600,000; and Authorize the Board of Supervisors Chair to Sign the Documents Required for Grant Submission, Including Match Commitment Letter (Subject to Approval as to Legal Form by County Counsel).

This OES Hazard Mitigation Grant funds projects in wildfire-threatened communities to increase protection of people, structures, and communities. Funding amount is \$600,000 reimbursed over a 4-year period of performance, \$150,000 of which is in the form of a match from Mariposa County, to be accounted for through the Department of Public Works and Fire Department budgets over the 4-year period of performance. In cooperation with Mariposa County Public Works, Mariposa County Fire seeks to submit an application for a grant to fund roadside vegetation brushing and removal in high and very high wildfire risk areas along high population areas of Mariposa County maintained roads. Application due June 10, 2024.

Priority road locations have been determined by Public Works, County Fire, and CAL FIRE and include portions of Greeley Hill, Ponderosa Basin, Fish Camp, Montana Del Oro, Marshall Road, Buckeye Road, Yosemite West, and Allred Road. This project is supported by Mariposa County's CWPP Action Plan and Implementation as well as the Mariposa County Local Hazard Mitigation Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved submission of grant applications for hazard mitigation projects in the past

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire department in cooperation with Public Works will not be able seek this source of funding for roadside brushing projects.

FINANCIAL IMPACT

This grant has a 25% matching component, totaling \$150,000 of matching funds to be paid by Mariposa County throughout the term of the grant, estimated at 48 months.

ATTACHMENTS

1. **Mariposa County FEMA DR-4750 Application 2024 WORKING DRAFT**
2. **CA-7 Updated application**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

HMGP Subapplication - General Criteria

General Information

Sub-Applicant Name(Entity)	Mariposa County
Sub-Applicant Type	County
Street Address	P.O. Box 729
City	Mariposa
State	CA
Zip	95338
County	Mariposa
Region	Inland
Subapplication Due Date	June 10, 2024

#	Title	First Name	Last Name	Phone Number	Email	Roles
1	Wildfire Mitigation Coordinator	John	Patton	(209) 742-1303	jpatton@mariposacounty.org	Primary Contact
2	Assistant Chief	Steven	Ward	(559) 706-8803	steven.ward@fire.ca.gov	Responsible Representative
3	Roads and Bridges Manager, Public Works	Joe	Williams	(209) 617-4881	jwilliams@mariposacounty.org	Responsible Representative

Role Name	Description
Responsible Representative (subapplication employee authorized to apply for, accept, and manage Federal grant funding)	Manage user roles, view subapplication, edit subapplication, send Maintenance and Match Commitment letters, manage Requests for Information(RFI), Submit the subapplication.
Primary Contact (subapplication employee)	View subapplication, edit subapplication, send Maintenance and Match Commitment letters, and manage Requests for Information(RFI).
Contributor (may be consultant)	View subapplication, and edit subapplication
Viewer	View the subapplication

US Congressional District(s) benefitting from mitigation	5
Assembly District(s) benefitting from mitigation	8
Senate District(s) benefitting from mitigation	4
Federal Information Processing Number (FIPS #)	043-00000

Is this a phased project?

Yes

Subapplication Information

Application Type	Examples:
Planning	Activities include developing a new hazard mitigation plan or updating a current mitigation plan.
Planning Related	Activities include: Updating or enhancing sections of the current FEMA-approved mitigation plan, integrating information from mitigation plans with other planning efforts, building capacity through delivery of technical assistance and training, evaluating adoption and/or implementation of ordinances that reduce risk or increase resilience.
Project	Activities involve construction and/or physical work. Examples: acquisition demolition/relocation, debris basin, structural elevation, structural seismic retrofit, hazardous fuels reduction, defensible space, generator(s) (If benefit cost analysis (BCA) feasible).
Advance Assistance	Activities can be used to develop mitigation strategies and obtain data to prioritize, select, and develop mitigation projects and complete applications. Examples: evaluation of facilities or areas to determine mitigation actions, collect data for BCA and environmental historical preservation compliance, conduct engineering designs and feasibility studies, conduct hydrologic and hydraulic studies and cost estimation.
5% Initiative	Activities are defined as mitigation actions that meet all HMGP requirements but may be difficult to evaluate against traditional program cost-effectiveness criteria. Examples such as early warning systems, post-disaster building code enforcement, public awareness and education for mitigation campaigns, hazard identification or mapping, new techniques/methods of mitigation, and generator(s) (if protecting a critical facility and if there is insufficient data to evaluate a generator project using a standard HMA-approved Benefit-Cost Analysis (BCA) method).

Subapplication Type

Project

Project Type	Activities:
Acquisition Demo-Relocation	Purchase of properties on a voluntary basis in order to remove structure(s) from natural hazards (flood/landslide/avalanche). Structures must be demolished or relocated outside hazard area. **As referenced in the Hazard Mitigation Assistance Guidance: Property Acquisition and Structure Demolition Projects, Property Acquisition and Structure Relocation Projects
Drainage/Flood Control	Stormwater management projects, including the construction, installation, or improvement of culverts, drainpipes, pumping stations, floodgates, rock, straw and log dams, drainage dips, and detention or retention basins. Flood protection measures for water and sanitary sewer systems or other utility systems. Slope stabilization or grading to direct flood waters away from homes, schools, businesses, utilities, or governmental facilities. Flood protection and stabilization measures for roads and bridges construction, demolition, or rehabilitation of: Dams, Dikes, Levees, Floodwalls, Seawalls, Groins, Jetties, Breakwaters, Stabilized sand dunes, Large-scale channelization of a waterway Vegetation management for shoreline stabilization (coastal, riverine, riparian, and other littoral zones) Soil stabilization and erosion control activities. Drought mitigation activities. **As referenced in the Hazard Mitigation Assistance Guidance: Localized Flood Risk Reduction Projects, Non-Localized Flood Risk Reduction Projects, Soil Stabilization, Infrastructure Retrofit, Green Infrastructure
Elevation-Floodproofing	Elevation: Construction to elevate structures above the base flood elevation.

	Dry Floodproofing: Implementation of techniques to seal the structure from floodwaters. **As referenced in the Hazard Mitigation Assistance Guidance: Elevation (Structure Elevation); Dry Floodproofing (Dry Floodproofing of Historical Residential Structures, Dry Floodproofing of Non-Residential Structures)
Seismic Retrofitting	Retrofitting homes or buildings structurally or non-structurally to reduce damages from earthquakes. **As referenced in the Hazard Mitigation Assistance Guidance: Structural Retrofitting of Existing Buildings, Non-Structural Retrofitting of Existing Buildings and Facilities
Wildfire & Vegetation Management	Defensible space: Creation of perimeters around homes, structures and critical facilities through the removal or reduction of flammable vegetation. Ignition-resistant building materials: Application of ignition-resistant techniques and/or noncombustible materials on new and existing homes, structures and critical facilities. Fire suppression systems: Exterior sprinkler systems to help extinguish flames and prevent the spread of fire to nearby buildings or combustible vegetation. Fuels reduction/vegetation management: Removal of vegetative fuels proximate to at-risk structures that, if ignited, pose a significant threat to human life and property, especially critical facilities. Post-wildfire flooding prevention and sediment reduction measures: Preventative measures that protect property at the base of slopes made vulnerable to erosion and/or flooding because of loss of vegetation or changes in soil composition post-wildfire. **Hazard Mitigation Assistance Program and Policy Guide: 2023
Mitigation Reconstruction	Construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. **As referenced in the Hazard Mitigation Assistance Guidance: Mitigation Reconstruction
Generator(s)/Other Power Source(s)	Installation of generator(s) or other power source(s) (such as a micro-grid) which provides a secondary source of power to a critical facility. Examples: police and fire station, hospitals, water and sewer treatment plant. **As referenced in the Hazard Mitigation Assistance Guidance: Generators
Tsunami Vertical Evacuation	Construction of an evacuation tower which is utilized during a tsunami event to escape the tsunami and debris wave.
Safe Room/Shelter	Construction of safe rooms to provide protection for people in public and private structures from tornado and severe wind events. This type of project includes retrofits of existing facilities or new safe room construction projects. **As referenced in the Hazard Mitigation Assistance Guidance: Safe Room Construction
Utility and Infrastructure Protection	Measures to reduce risk to existing utility systems, roads, bridges and other critical infrastructure. Activities may include retrofitting, relocation, and / or other measures to protect utilities and infrastructure from natural hazard impacts. Other activities such as replacing or retrofitting electrical transmission or distribution utility pole structures, and replacing water systems that have been burned and have caused contamination may also be considered under this category.

Project Type

Wildfire & Vegetation Management

Hazard

Fire

HMGP Subapplication-Scope of Work

Project Information

Project/Plan Title

Mariposa County Hazardous Fuels Reduction Project

Brief Summary

Mariposa County is in a landscape shaped by fire. Fire has always played a role in the ecosystem in natural ways, rejuvenating the landscape through a series of varying intensity burns, creating a healthy biome and increasing biodiversity. Over the past several decades, however, natural wildfire has been suppressed by land managers with the intention of reducing the impacts to communities. This has led to thick, overgrown forests, and when paired with observed increasing extreme fire weather each year, poses significant risk for catastrophic wildfire impacts. This buildup of dangerous levels of vegetation poses a direct and immediate threat to the communities, residents, and properties of Mariposa County. Swift action is needed to reduce these fuel loads in order to return Mariposa County to a fire resilient community, able to withstand the inevitable fire events in the future in a way that is manageable and with significantly decreased risk of loss of life and property. Mariposa county has the structure in place to accomplish this, but county budget prohibits the implementation of such measures, so outside funding sources like this program are required to achieve these strategic fire protection goals. There have been multiple recent very large wildfires in the county, including the Detwiler Fire, Ferguson Fire, and Oak fire. Cumulatively these fires have burned over 197,000 acres, ~20% of the area of the county, and have destroyed 334 structures including 190 homes. More major events are expected as fire conditions continue to exacerbate, and mitigating contributing factors of wildfires now and into the future is crucial to protect Mariposa County. This vegetation fuels reduction project will reduce or prevent damage to property, residences, and critical infrastructure resulting from the start or spread of wildfires by removing brush and ladder fuels adjacent to 21 miles of roads, both sides, maintained by Mariposa County, protecting roughly 812 homes. The targeted areas are identified as Very High and High risk of impact from wildfires and are in some of the highest population density areas of the county. This funding will help Mariposa County Fire Department and Public Works Department prepare the project for implementation by conducting CEQA, identifying the project area, acquiring Right of Entry from residents along the road, designing the project, and ultimately implement the project using contracted roadside brushing crews.

Activity Location Latitude

37.487118

Activity Location Longitude

-119.967690

Has a full subapplication for this project been submitted to OES previously

No

Does another Federal entity have primary funding authority for this project

No

Has physical project work already started?

No

Has the project been previously funded under any other federally-administered grant program?

No

Describe how the proposed project is eligible for FEMA HMGP funding as defined by the eligible activities contained in the FEMA Hazard Mitigation Assistance Guidance document

This project is eligible for FEMA HMGP funding as outlined in HMA guidance document, part 3, E.1 Table 3, as a Wildfire Mitigation Eligible Activity. The impact of this project is directly to reduce the ignition and spread of wildfires along the treatment area, and will prevent and limit the risk of wildfire damage. Specifically, this program is aimed at hazardous fuels reduction along roadsides directly bordering homes in high population areas of Mariposa County. As specified in the HMA guidance Addendum, Part B.4.3, all roadsides within this project are directly bordering properties with habitable dwellings, and are well within the identified 2 mile radius required, and will utilize mechanical treatments and biomass removal activities eligible under the program. This project identifies the properties directly bordering treated roadsides as within the zone of impact, and the number of impacted properties would increase substantially if the impact zone were extended to the full 2 miles from the treated roads. None of the actions within this project are considered ineligible activities according to Addendum B.2.3

Is the Project located in a special Flood Hazard Area?

No

Project Alternatives

No Action

With no action applied to this project, roadside vegetation in these populated areas will not be treated until future funding sources are identified and acquired. Mariposa County has very limited budget for Public Works-Road projects. Nearly all of the budgeted work on roads is to the roads directly, with very little available for roadside fuel reduction. In a typical year, only small sections of road are targeted for fuels reduction, and these are typically roads with significant resident complaints or those directly surrounding critical infrastructure. With the current financial landscape of the county, there is no way to address all of the high priority areas for roadside fuel reduction. Over time, the vegetation will become denser and more dangerous, leading ultimately to a significant liability of wildfire ignition and spread. The treatment areas identified in this project were chosen due to their direct proximity to dense population centers. This means that without fuels reduction treatment, these areas will be at an increasing risk of wildfire damage or destruction.

This project will provide planning, scoping and implementation of a roadside fuels treatment along high wildfire risk county-maintained roads within Mariposa County. This will include CEQA process, acquiring Right of Entry from property owners, and a contractor bidding process, and physical vegetation removal using contracted crews and county vegetation crews. An estimated 812 habitable structures exist along the roads treated. Additional infrastructure including power and communication lines and structures along the roadways will also be protected by this project. It is likely the project will be eligible in part for a CEQA notice of exemption. Treatment protocols will involve hand crews using chainsaws and brushing equipment such as a mastication head on a road-based boom to remove vegetation. This will include removal of trees less than 10" diameter at

Proposed Action

breast height, removal of branches to at least 6' from the ground, and removing small brush and grasses. The distance from road center for the project area is up to 26' or to the top/bottom of the cutbank slope along the roadway. Public Works' excavator with mastication head can be used by county contracted crews for fuel removal, as well as County Fire's fuel reduction vehicles. After removal, woodchippers will break down cut fuels, and woodchip hoppers and trucks will be used to transport chipped woody biomass to locations within Mariposa County for erosion control, or to be disposed of in the Mariposa County landfill. Upon opening of the Mariposa County Biomass Plant, slated for 2025-6, woody biomass can be processed there. By reducing the risk of ignition and spread of wildfires along roadways, this vegetation treatment project will greatly enhance the safety of the communities, critical infrastructure, firefighting personnel and first responders and provide the resources to get Mariposa County roadside vegetation treatment plans back to a sustainable and affordable level for future management using County resources and funding. By creating this network of fuel breaks, the risk of large-scale release of CO₂ by wildfires is significantly reduced in these areas. Additionally, the treated conditions along these roads will allow for greater defensibility by fire crews, allowing access and development of anchor-points during fire events. Without reduced fuels loads along the roadways, fire crews may not deem an area safe or defensible, which could lead to catastrophic loss of property if not treated.

Second Action Alternative

The second action alternative would be to seek funding from another source for roadside fuel reduction. However, most other sources for roadside fuel reduction have a focus on creating fuel breaks, and less of an emphasis on the protection of high volume communities that this grant has. This roadside fuel work is already behind schedule, and with expected future decreases in CAL FIRE statewide funding, the primary source for fuels reduction funds, it is uncertain if other funding sources meeting the criteria of this project will become available. Another alternative action would be to seek funding through county revenue. This is highly unlikely, though, as the county is in the middle of a significant budget shortfall and is not likely to have funding for roadside fuel brushing. Mariposa County Public Works has calculated that just to keep up with necessary road maintenance would require millions more in funding, and that roadside fuel reduction, while greatly important, is a secondary critical need to safe roads.

Mariposa County has observed seemingly exponential fire behavior in the last 15-20 years. With longer, hotter, and dryer fire seasons paired with increasing fuel loading in the landscape, fires have started more frequently, moved more quickly, and have been more unpredictable than at times in the past. Where natural fire had previously created more-or-less equilibrium, fire suppression strategies have actually made fire danger more significant, and fires much more impactful on the communities they affect. This is especially true around populated areas, such as those intentionally identified in this project, because fuel reduction taking place in smaller historical fires was not allowed to happen, thus leading to thicker vegetation around these communities. The three most recent large wildfires in Mariposa County (Detwiler Fire 2017, Ferguson Fire 2018, and Oak Fire 2022) saw 197,971 acres burned (20% of the county), 334

Provide a detailed narrative of the hazards to be mitigated against and the impact the hazards present to the community and/or property

structures including 190 homes destroyed out of a population of less than 20,000, communication and infrastructure destructions, and countless life-changing disruptions. As fires continue to become more frequent and impactful, these consequences will continue to impact residents, their homes, and the infrastructure of the county. The treatment areas identified in this project are roadsides in chaparral, oak, and pine forests immediately surrounding the higher population density areas of the county. Many of the fuels within the boundaries of this project have not been treated in many years, sometimes decades. This has resulted in areas of thick brush and dense stands of young trees immediately bordering the roadways. This heavy vegetation growth, getting heavier every year, poses a significant and direct threat to the properties and structures along the identified roads, and to those properties beyond. In the event a fire is sparked along one of these roadways, or if a fire spreads from a surrounding area, the vegetation along these roads will act as a direct source of fuel thus putting the homes and residents at notable risk. Additionally, many homeowners are experiencing the fire-insurance crisis, with policies being dropped or residents being out-priced by premiums. This has resulted in devastating impacts from wildfires, with uninsured homeowners left homeless after a wildfire. The combination of increasing wildfire risk from unnaturally thick vegetation with the life and property impacts of fires puts residents in a serious situation.

Provide a detailed description of the area and population that will be impacted by this project.

This project will be designed to reduce roadside vegetation along specifically high population areas of the county in order to reduce the risk of life and property from wildfires. The communities identified in this project are intentionally more dense than most areas of the county, which is primarily rural. Because of the higher than average population density of these areas in comparison to the rest of the county, the impact to number of habitable dwellings and residences is greater than if the project treated an area of average population density within Mariposa County. This project will treat vegetation on 812 homes, roughly 8% of homes in the county, on 21 miles, equating 3% of county maintained roads in the county, thus providing significant risk reduction impact for residents. The population throughout Mariposa county, including the areas in this project, is primarily low-income, with a high percentage of aging residents. The median household income (US Census) in Mariposa County is \$60k, compared to \$90k in California and \$74k in the USA. Many of the property owners included in this project do not have the physical or financial means to conduct satisfactory fuel reduction work in these areas, thus cumulatively increasing the risk from the spread of wildfires.

Number of People or Project(s) Impacted by the Action

1970

HMGP Subapplication-Scope of Work Continued

Problem Statement

Mariposa County has been deeply impacted by multiple large wildfires within the past 10 years. For over a century, areas across the west coast have practiced total suppression fire response, not allowing any fires to

Describe the problem to be mitigated

burn in wildlands. This strategy, while well-intentioned, is a departure from the historic natural fire regime, and has led to a dangerous increase in fuel loading in woodland and forest ecosystems. Unprecedented drought conditions, extreme levels of tree mortality in our forest ecosystems, and the significant lack of resources to prepare for and mitigate the impacts of wildfire have left the communities in Mariposa county increasingly vulnerable to future fires. In addition to the property and infrastructure damage, these largescale wildfires release massive amounts of CO2 into the atmosphere, thus contributing to climate change. Due to the major extent of damage to infrastructure including roads from the Detwiler Fire, Ferguson Fire, Oak Fire and other fires, followed by significant erosion events from Hurricane Hillary and multiple other atmospheric rivers, rain, and snow events, Mariposa County has had to target roadway projects using limited funding to address immediate safety concerns such as road failure, culvert washout, and regular road surface maintenance at the expense of future fire risk mitigation including roadside vegetation removal. Additionally, heavy pass-through usage of Mariposa County roads due to Yosemite National Park tourism traffic increases the volume of vehicles on our roadways, thus increasing the risk of roadside ignition of fires. Property owners in Mariposa county are often responsible for clearing multiple acres, and with a population that is primarily low-income and high percentage aging, property owners often have little resources or ability to conduct adequate vegetation removal, including the roadsides along their property. This has left the County in the dangerous situation of having heavily overgrown roadsides with high traffic volume, creating a significant wildfire ignition and spread risk. Mariposa County Public Works has forecast that without significant outside funding sources such as this grant, it will not be possible to adequately address the wildfire threat that roadside vegetation poses to the community and infrastructure, and conditions will continue to worsen.

Trigger event for loss avoidance analysis

The trigger event for analysis of this project will be any wildfire burning within 5000 the treatment area that also reaches or exceeds the treatment area. This will test the effectiveness of the treatment area by determining if the treatment itself contributed to the slow or cessation of the fire. Expected damage conditions to be analyzed include ignition of structures which fall within the above trigger event parameters, total loss of structures within the above trigger event parameters, and final fire perimeters after a fire meets the above trigger event parameters.

Solution Description

What is the mitigation action for Phase 1?

Phase 1 of this project will be planning, scoping, and design of the roadside fuel reduction project. This will include identification of treatment areas, acquiring right of entry from property owners and conducting walkthroughs of the treatment area with property owners as requested, CEQA process, analysis of wildfire risk of each treatment area, creation of parcel specific treatment plans, and development of a treatment schedule to span multiple years. The schedule will be developed based on analysis of immediate risk levels and to support a regular maintenance schedule to be developed after this grant funded treatment takes place. Local state foresters have advised that much of the treatment areas will be eligible for a CEQA notice of exemption, and the majority of the treatment areas will

be able to be visually inspected from roadways, limiting the need for property access for CEQA specifically.

What is the mitigation action for Phase 2?

Phase 2 will consist of preparing and implementing the fuel treatment. This will include a standard bidding process utilizing necessary and required bidding protocols. Once contractors are identified and hired, they will be briefed on the scope of the project, including parcel specific limitations and directives. The treatment schedule will be finalized based on contractor parameters. Implementation will involve physical removal of roadside vegetation. Treatment protocols will involve hand crews using chainsaws and brushing equipment such as a mastication head on a road-based boom to remove vegetation. This will include removal of trees less than 10" diameter at breast height, removal of branches to at least 6' from the ground, and removing small brush and grasses. The distance from road center for the project area is up to 26' or to the top/bottom of the cutbank slope along the roadway. Public Works' excavator with mastication head can be used by county contracted crews for fuel removal, as well as County Fire's fuel reduction vehicles. After removal, woodchippers will break down cut fuels, and woodchip hoppers and trucks will be used to transport chipped woody biomass to locations within Mariposa County for erosion control, or to be disposed of in the Mariposa County landfill. Upon opening of the Mariposa County Biomass Plant, slated for 2025, woody biomass can be processed there. Ground disturbance will be minimal or non-existent by utilizing road-based equipment and hand crews instead of heavy off-road equipment.

How will this action provide protection from future natural hazards?

This roadside fuel reduction will directly reduce the risk of the properties bordering the treatment zones, and will have a secondary impact of risk reduction for structures and properties beyond those directly bordering the project. Roadside ignitions are a threat to homes and infrastructure in areas with high fuel loads along the roadside. Additionally, roads that are adequately brushed will slow or prevent the spread of active fire in the area. These treated zones will provide an anchor point for firefighters to protect the homes bordering these roadside fuel breaks. While these treatment areas will contribute to the county's network of fuel breaks, the main benefit of this project will be the direct protection provided to the homes and structures on the properties along these treatments.

Project Deliverables

List the Deliverables for Phase 1 of proposed project.

Phase 1: design, planning, scoping, CEQA, right of entry process, contractor bidding -Finalize identification of parcels to be treated -Conduct Right of Entry (ROE) campaign - includes creation of ROE forms, creation of educational flier, mailings of forms, recording responses, repeated attempts for non-response/negative response, compilation and organization of parcel specific owner requests/limits -CEQA process - includes identification of forester(s), determination of appropriate CEQA approach, completion of necessary studies/reports. Notice of Exemption is expected for much of the project, per CAL FIRE forester's initial review of the project. -Creation of treatment plan for each area, including input from parcel owners about their treatment preferences if requested - this will influence the phase 2 implementation numbers -Creation of treatment schedule, spaced out over 2 years to maximize future maintenance

feasibility -Completion of contractor bidding process - includes identification of contractor(s) who will implement treatment

Phase 2: Fuels reduction implementation (note- years correspond to phase 2 timelines and will happen after Phase 1. For example, Year 1 in this section will begin after the completion of Phase 1 and dependent on season weather timelines). -Year 1 -- Fuels reduction work for section A. (based on treatment plan and schedule in phase 1). 100% of roadways in section A to be treated -Year 2 -- Fuels reduction work for section B. (based on treatment plan and schedule in phase 1). 100% of roadways in section B to be treated. Analysis of status of regrowth of vegetation in section A prior to treatment of section B. -Year 3 -- Fuels reduction work for section C. (based on treatment plan and schedule in phase 1). 100% of roadways in section C to be treated. Analysis of status of regrowth of vegetation in section A and B prior to treatment of section C. Cumulative analysis of regrowth of vegetation in all treatment sections. Maintenance plan created for each section to ensure future risk reduction.

List the deliverables for Phase 2 of proposed project.

Hazard Mitigation Plan Information

Local Hazard Mitigation Plan Status	Adopted
What is name/title of the plan?	Mariposa County Local Hazard Mitigation Plan, 2020
What type of LHMP?	Local Single Jurisdictional Multihazard Mitigation Plan
Applicable Hazard Mitigation Plan Expiry Date	May 14, 2025
Does the project comply with the local hazard mitigation plan?	Yes
Does the project comply with the current California state hazard mitigation plan?	Yes

HMGP Subapplication - Work Schedule

Work Schedule

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the project. The work schedule should mirror the Scope of Work and Cost Estimate.

- Describe each of the major work elements and milestones in the description.
- Project Close-Out should be included which must be 3 months in duration.
- A GANTT chart may be provided as supplemental documentation.
- Total project duration must not exceed a 48 month period of performance.

#	Phase	Task Name	Description	Start Month	Duration (Months)

Provide a narrative describing how the proposed action meets the purpose and need of the project.

strategies will reduce the dangerously thick vegetation buildup in these areas, many of which have not had adequate treatment in recent years due to resource limitations. By removing all small brush from the treatment areas, and limbing larger trees to at least 6', this project will directly help reduce the likelihood of roadside ignitions as well as slow the spread of an existing fire as it reaches the treatment zones. This reduction in fuels in populated areas will also allow for better defense by firefighters in the event of a fire. By providing a defensible zone, this treatment area will turn the roadways bordering the treated properties into anchor points allowing firefighters to use them strategically during wildfire events. This treatment will also enhance the existing defensible space of the structures in the treatment areas by extending the treated areas already developed by the property owners.

Describe how the proposed mitigation activities significantly reduce the vulnerability of target structures or facilities to the identified hazards?

Do the proposed mitigation activities include the removal of vegetation or fuels? Yes

Do the proposed mitigation activities include the use of herbicides and/or biological controls? No

Do the proposed mitigation activities include seeding and/or the planting of vegetation? No

Confirm the subapplication includes only eligible wildfire mitigation activities? Yes

If the proposed activities are hazardous fuels reduction, are the wildfire mitigation proposed methods eligible? Yes

If yes, is the cost of treatment less than or equal to \$5,250.00 per acre?

Provide a statement that a draft of the Operations and Maintenance Plan (OMP) to maintain the treatment area throughout the useful life of the project will be provided at closeout. The County of Mariposa will develop an Operations and Maintenance Plan and will provide that plan for review and submission upon closeout of the grant.

If the project proposes ground disturbance, has a consultation with the State/Tribal Historical Preservation Office been conducted? N/A

If yes, cite relevant code and attach.

What is the total combined acreage for all treatment areas included in the project area? 132

HMGP Project Site List Wildfire & Vegeta

Project Site(s)

No

0

HMGP Subapplication - Project Cost Estimate

[illegible]

10	Phase 2	Force Acct. Labor - Design/Engineering	s	1	Each	\$ 1.00	\$ 1.00	false	s
							\$ 593,084.00		

HMGP Cost Review

COST REVIEW

Phase 1 Project Costs	\$ 194,603.00
Phase 2 Project Costs	\$ 398,481.00
Total Project Cost	\$ 593,084.00
Non-Federal Cost Share (Match)	\$ 148,271.00
Non-Federal Cost Share (Match) Percentage	25%
Federal Share Request	\$ 444,813.00

HMGP-Maintenance Commitment

MAINTENANCE & REPORTING COMMITMENT

This acknowledgment of Maintenance & Reporting Commitment is to confirm the Subapplicant/Subrecipient is committed to perform the necessary maintenance for the entire useful life of the project, once completed. The entity responsible for maintenance is allocating the annual budget amount that will allow maintenance to occur as needed to ensure the project building/facility/area remains in good repair and operational.

To justify Hazard Mitigation Assistance funding, California is required to report to FEMA on the performance of completed mitigation measures. This acknowledgment of Reporting Commitment confirms that the Subapplicant/Subrecipient is committed to report on the performance of funded mitigation measures when tested by natural hazard events for the entire useful life of this project.

Process: Complete the fields below. The information provided here will automatically populate a templated Maintenance & Reporting Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. After you click the “Add Responsible Representative” button to provide the contact information for the Responsible Representative, click “Send for Signature.” The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect “Sent For Signature.” Once signed, the letter will automatically upload to the subapplication.

Maintenance & Reporting Commitment Letter Date	May 22, 2024
Subapplicant Name	Mariposa County
Subapplicant Mailing Street	P.O. Box 729
Subapplicant Mailing City	Mariposa

Subapplicant Mailing State	CA
Subapplicant Mailing Postal Code	95338
Disaster Number	Rolling Application
Control number	AP-01629
Entity Responsible	Mariposa County Department of Public Works
Number of years of maintenance	3
Project Building/Facility/Area	Roadside fuel reduction maintenance
Annual Maintenance Amount	\$ 20,000.00
What are the Past Maintenance Tasks Involved?	Removal of regrown vegetation after 5-10 years of treatment, within the project's treatment area (26 feet from road center and/or to the top/bottom of a cutbank slope). Includes brushing, chipping, removal of trees less than 10in diameter at breast height, limbing trees greater than 10in diameter at breast height to at least 6 feet, trimming grasses,
What are the Future Maintenance Tasks Involved?	Removal of regrown vegetation within 5 years of treatment, within the project's treatment area (26 feet from road center and/or to the top/bottom of a cutbank slope). Includes brushing, chipping, removal of trees less than 10in diameter at breast height, limbing trees greater than 10in diameter at breast height to at least 6 feet, trimming grasses,
Future Maintenance Schedule	~7 miles of roadway within the project maintained each year over 3 years. The areas treated in section A will be maintained first year, then section B the second year, and section C the third year
Future Cost of Maintenance	\$ 60,000.00
Source of Future Maintenance Funds	County budget for Department of Public Works

Responsible Representative Confirmation

HMGP - Match Commitment

Match Commitment Letter

As a part of the Hazard Mitigation Grant Program process, a Non-Federal Share (Match) of at least 25% of the total project amount is required. This acknowledgment is to confirm the Subapplicant/Subrecipient commitment to meet the Non-Federal Share (Match) funding requirement.

Process: Complete the fields below. The information provided here will automatically populate a templated Match Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is

authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. By sending this document for signature, you are acknowledging the requirements outlined here. After you click the “Add Responsible Representative” button to provide the contact information for the Responsible Representative, click “Send for Signature.” The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect “Sent For Signature.” Once signed, the letter will automatically upload to the subapplication.

Please be Advised:

If additional federal funds are requested, an additional Non-Federal Share (Match) funding commitment letter will be required.

If a funding source is from outside the Subapplicant entity, upload documentation supporting the funding commitment and availability of funding.

Match Commitment Letter Date	June 4, 2024
Sub-Applicant Name(Entity)	Mariposa County
Control Number	AP-01629
Non-Federal Cost Share Source	Local Agency Funding
Name of Funding Source(s)	County of Mariposa
Funding Type	County Budget
Federal Share Amount Requested	\$ 444,813.00
Non-Federal Share (Match) Commitment	\$ 148,271.00
Non-Federal Share (Match) Availability Start Date	July 1, 2024
Is there an expiration date of the Non-Federal Share (Match)?	No

CONFIRMATION

#	Title	First Name	Last Name	Phone Number	Email	Signature Status
1	Mariposa County Board of Supervisors - Chair - District	Miles	Menetrey	(209) 966-3222	mmenetrey@mariposacounty.org	Draft

HMGP Subapplication - Benefit Cost Analysis

Benefit Cost Analysis

Was cost effectiveness determined by using pre-calculated benefits?	No
Was the current version of the FEMA Benefit Cost Analysis Toolkit utilized to determine the benefit cost ratio for the proposed project?	Yes
What are the total costs in the BCA?	\$ 1.00

What are the total benefits in the BCA? \$ 1.00

What is the Benefit Cost Ratio (BCR)? 1.00

Grant Management Cost Application

HMGP Grant Management Cost Application

Subrecipient Grant Management costs are available at no more than 5% of the final project cost to subrecipients who apply and can meet all Federal grant requirements. Subrecipients must provide a detailed budget of the management cost request per 2 CFR 200.403, which is subject to Cal OES/FEMA approval. Reimbursement is based on documented actual cost.

For further clarification, grant management is different than project management. Grant management activities are to manage the grant (Subapplication Development, Quarterly Reporting, Reimbursement Submission). Project management is to manage the actual physical project itself (construction oversight, project scheduling and coordination, project meetings).

FEMA Definition of Management Costs: Any indirect cost, any direct administrative cost, and any other administrative expenses associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activity or measure.

Directions: For each applicable category, provide a total estimated cost. Refer to the Management Cost examples below for costs that may be included. For the Narrative field, include a detailed description of work for each cost, including methodology used to estimate each cost. example, if your cost estimate includes your agency's time, include estimated hours, personnel titles, and salary/hourly wages plus benefits for a hourly cost. Additionally, describe how these costs will be used through the life of the grant.

Total Federal Cost Share \$ 444,813.00

Maximum Eligible Management Cost \$ 29,654.20

Management Cost Budget Breakdown

A. Pre-Award: Subapplication development, community outreach, meetings related to Subapplication development.

B. Staff Time - Salary or hourly employee time to manage technical monitoring, quarterly reporting, technical assistance, and the reimbursement and close-out process.

C. Travel - Cost to attend professional development training course directly related to implementation of the Hazard Mitigation Grant.

D. Equipment - Cost directly related to implementation of Hazard Mitigation Grant.

E. Supplies - Supply cost directly related to implementation of the Hazard Mitigation Grant, such as printer materials and office supplies.

E. Indirect Cost - Depreciation or use allowances on buildings and equipment, costs to operate and maintain facilities, general administration and accounting administration.

F. Other - Any other administrative expenses not captured in the categories above.

Total Management Cost Requested	\$
Maximum Management Cost Allowed (Requested Allowed)	\$ 29,654.20

HMGP Subapplication - Environmental Information

EHP

Floodplains - Is the project within or will it modify a floodplain? No

Wetlands - Does the primary site alternative and/or its practicable alternative require a Section 10 of the Rivers and Harbors Act or a CWA Section 404 permit? No

Viewshed - Is the proposed project located in or adjacent to a residential or historic district? No

Existing habitat - Identify and describe any existing, observed in the field, or known or expected to exist flora and fauna species at the project site and immediately surrounding the site. s

Endangered/threatened species and/or critical habitat - Are any endangered/threatened species known to exist at the site or in the immediate vicinity? No

Migratory flyway or migration barrier - Is the proposed project new construction or extension of an existing tower of 30' in height or more? No

Invasive Species – Will the project include construction? No

Minority (or) low-income populations – Will the proposed project impact minority and low-income populations as identified in Executive Order 12898? Yes

Farmland – Will a project alternative convert or impact important farmland? No

Historic and Cultural Characteristics – Are there any listed, eligible or potentially eligible historic/archaeological resources (in) the (Area of Potential Effects)? No

Are there any hazardous, toxic substances at the site? No

Roadway and Access - Will the project include road construction and/or vehicular access? No

Documents

Document Type	Description

<INSERT MARIPOSA COUNTY LETTERHEAD HERE>

LOCAL MATCH FUND COMMITMENT LETTER

06-04-2024

County of Mariposa
P.O. Box 729
Mariposa, CA 95338

Re: FEMA DR-4750 Grant Subapplication Funding Match Commitment Letter

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program process, a local funding match of at least 25% is required. This letter serves as the County of Mariposa's commitment to meet the local match fund requirements for the Hazard Mitigation Grant Program.

SOURCE OF NON-FEDERAL FUNDS:	LOCAL AGENCY FUNDING X	OTHER AGENCY FUNDING	PRIVATE NON-PROFIT FUNDING	STATE AGENCY FUNDING

NAME OF FUNDING SOURCE:

Mariposa County Budget – Fire Department and Department of Public Works

FUNDS AVAILABILITY DATE:

1/1/2025

FEDERAL SHARE AMOUNT REQUESTED:

\$444,992.25

LOCAL SHARE AMOUNT MATCH:

\$148,330.75

FUNDING TYPE:

Administration, Force Account Labor, Contracting/Consulting Fees

If additional federal funds are requested, an additional local match fund commitment letter will be required.

<INSERT MARIPOSA COUNTY LETTERHEAD HERE>

Please contact Clerk of the Board of Supervisors, Danielle Bondshu at 209-922-3222, dbondshu@mariposacounty.org with questions.

Sincerely,

<Add Signature of Authorized Agent>

Miles Menetrey

Board of Supervisors – Chair, District 5

209-966-3222

mmenetrey@mariposacounty.org

<Add Signature of Authorized Agent>

Steven W. Dahlem

County Counsel/Risk Manager

209-966-3222

sdahlem@mariposacounty.org



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-220

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Third Year (Fiscal Year 2024-2025) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

RECOMMENDATION AND JUSTIFICATION

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Third Year (Fiscal Year 2024-2025) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal for the Following Programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Attached is the Contract Renewal Proposal with Area 12 Agency on Aging (A12AA) with Attachments A through G, along with the proposed A12AA Budgets for Fiscal Year 2024-25.

During this next fiscal year, the Health and Human Services Agency (HHSA), Adult & Aging Services branch will implement the expansion of the senior nutrition programming by capitalizing on previous funding received through grants from A12AA and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

BACKGROUND AND HISTORY OF BOARD ACTIONS

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018-2022.

On March 15, 2022, the Board adopted Resolution 2022-169 approving proposals for RFP 2022-2026.

On June 6, 2023, the Board adopted Resolution 2023-294 approving the proposal for fiscal year 2023-2024

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Area 12 Proposal Documents

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

**AREA 12 AGENCY ON AGING
FY2024 – 2025 APPLICATION FOR CONTRACT RENEWAL
COVER SHEET**

1. Provider Information

Name: Mariposa County Health and Human Services Agency

Address: 5246 Spriggs Lane

Phone 209-966-6632

FAX 209-742-7405

2. Type of Organization (Check One)

☒	Local Unit of Government
☐	Profit Making Organization
☐	Local Education Institution
☐	Non-profit Organization

3. Geographic Area to be Served (check all that apply)

☐	Alpine County
☐	Amador County
☐	Calaveras County
☒	Mariposa County
☐	Tuolumne County

3. Grant Funds Requested

\$205,724

Amount of Cash Match

\$471,317

Amount of In-Kind Match

\$34,440

4. Proposal Prepared by (Print Name/Title): Britany Sturm, Administrative Analyst

5. Preparer's Signature:

6. Board Signature:

Print Name: Miles Menetry

Title: Board Chair, Mariposa County Board of Supervisor, District V

AREA 12 AGENCY ON AGING
2024-2025 CONTRACT RENEWAL PROPOSAL
Service Proposed and Funds Requested
 Provider: Mariposa County HHS Agency County: Mariposa

1. Services to be Provided:	C-1 Congregate Meals \$9.60/unit	C-2 Home Del. Meals \$8.50/unit	IIIB Transportation \$25.00/trip
2. Service Category:			
Activity(ies):	2024-2025 (Proposed No. of Meals\UOS)	2024-2025 (Proposed No. of Meals\UOS)	2024-2025 (Proposed UOS) No. of
a. Meals	a. 8,969	a. 5,960	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f. _____	f. _____	f. 2,317
TOTAL MEALS\SERVICE UNITS	8,969	5,960	2,317
NSIP	\$ 86,102	\$ 50,660	
2. Amount of A12AA funds requested	<u>\$ 8,650</u>	<u>\$ 2,387</u>	
	\$ 94,752	\$ 53,047	\$ 57,925
3. Amount of Participant Contributions	\$25,000	\$10,950	\$4,000
4. Other funds:			
a. County Match Cash	\$	\$	\$
b. County Match In Kind	\$189,182	\$109,903	\$172,232
c.	\$ 27,000	\$ 7,440	
Total Other Funds	<u>\$216,182</u>	<u>\$117,343</u>	<u>\$172,232</u>
5. TOTAL FUNDS, ALL SOURCES	\$335,394	\$181,340	\$234,157
6. Cost of unit of service			
a. A12AA funds (line 2 ÷ line 1.f.)	\$9.60	\$8.50	\$25.00
b. All funds (line 5 ÷ line 1.f.)	\$37.39	\$30.42	\$101.06
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	450	100	175

Attachment C

**2024 - 2025 CONTRACT RENEWAL PROPOSAL
GOVERNING BOARD INFORMATION**

Board Members Name & Address:	Occupation:	Compensation:
Rosemarie Smallcombe P.O Box 784 5100 Bullion St Mariposa, CA 95338	District I Supervisor County of Mariposa	\$57,793.50
Shannon Poe P.O Box 784 5100 Bullion St Mariposa, CA 95338	District II Supervisor County of Mariposa	\$57,793.50
Danette Toso P.O Box 784 5100 Bullion St Mariposa, CA 95338	District III Supervisor County of Mariposa	\$57,793.50
Wayne Forsythe P.O Box 784 5100 Bullion St Mariposa, CA 95338	Vice Chair District IV Supervisor County of Mariposa	\$57,793.50
Miles Menetrey P.O Box 784 5100 Bullion St Mariposa, CA 95338	Board Chair District V Supervisor County of Mariposa	\$57,793.50

Attachment D

**2024-2025 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION**

PROGRAM: C-1

Paid Staff Name:	Title:	Salary:
Lydia Arre	Program Manager	\$82,428
Diana Ziegenfuss	Program Specialist II	\$59,727
Susette Micallef	Program Assistant II	\$50,675
Cynthia Wilson	Sr. Nutrition Cook/Site Supervisor	\$32,361
Lydia Woolsey	Kitchen Assistant	\$28,316
Julie Rohlman	Kitchen Assistant	\$14,327
Rosemary San Roman	Kitchen Assistant	\$14,327
Extra Help	Kitchen Assistant	\$14,327.

Attachment D

**2024-2025 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION**

PROGRAM: Transportation

Paid Staff Name:	Title:	Salary:
Eric Hanneman	Administrative Analyst	\$67,460.
Mary Lee	Program Assistant I	\$46,065
Rachel Nabors	Program Specialist I	\$49,140
Norma Cortes- Gutierrez	Program Assistant I	\$39,799
Rhonda Mays	Driver	\$46,072
Kevin Ridenhour	Driver	\$43,506
James Kohman	Driver	\$39,799
Rickey Erickson	Driver	\$16,455
Patricia Feight	Transit System Bus Driver	\$32,753
Cindy Walters	Transit System Bus Driver	\$53,441.

AREA 12 AGENCY ON AGING 2024-2025 CONTRACT RENEWAL
AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5362 Lemee Lane, PO Box 99

Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chairperson (term through) Miles Menetrey
Printed/Typed Name

Designee by Board Action Joe Lynch
Printed/Typed Name

Fiscal Reports/Budgets

Program Director Lydia Arre
Printed/Typed Name

Designee for Program Director/Title Lori Norman
Senior Administrative Analyst Printed/Typed Name

Program Reports

Program Director Lydia Arre
Printed/Typed Name

Designee for Program Director/Title Eric Hanneman
Administrative Analyst Printed/Typed Name

For emergency contact information:

Board Chairperson's telephone number: (209) 966- 3222

Mailing address: P.O Box 784, Mariposa CA 95338

Submitted by Date

Area 12 Agency on Aging 2024-2025 Contract Renewal Proposal
Agency Contract Representative (ACR)

Designation Form

SEND TO: Kristin Millhoff, Executive Director
 Area 12 Agency on Aging
 19074 Standard Road, Suite A
 Sonora, California 95370

Program(s): Title III- C-1 Congregate
 Title III- C-2 Home Delivery
 Title III – B Transportation

Legal Name of Contractor: Mariposa County Health & Human
 Services Agency

Agency Contracts Representative: Britany Sturm

Title: Administrative Analyst

Address: P.O Box 99

Mariposa, CA 95338

Phone: (209) 742-0877

FAX: (209) 742-0994

E-mail:

bsturm@mariposacounty.org

Please specify the address checks are to be mailed to below:

Address: P.O Box 99

Mariposa, Ca 95338

Attention: Lori Norman, Senior Administrative Analyst

Signature:

Print Name: Britany Sturm

Title: Administrative Analyst

Phone: (209) 742-0877

**AREA 12 AGENCY ON AGING
FISCAL YEAR 2024-2025
CONTRACT RENEWAL PROPOSAL**

I. Proposal Summary

Enclosed is the Mariposa County Health & Human Services Agency (HHSA), Adult & Aging Services branch, renewal proposals for the Title IIB Transportation services, Title IIIC- 1 Congregate Nutrition services, and Title IIC-2 Home Delivered Nutrition services for the third year of the awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026. The projected programming budget included in this proposal is for the 2024-2025 fiscal year.

Mariposa County continues to see an increase in the need for all services to our senior population, as 38% of our county's total population are seniors aged 60 years of age and older. The need for senior transportation services, both locally and for medical appointments in our surrounding counties, has more than doubled over the past few years. Continued 111-B Transportation funding does help to reduce some of the service expense, but historically does not fulfill the entire need. The Transportation program is projecting to provide 4,950 UOS to an estimated number of one hundred and seventy-five (175) seniors in unduplicated services in the 2024-2025 fiscal year, with one-way transport stops being counted as one single unit of service. The County is projecting to provide 9,689 Units of Service (UOS) for our C-1 Congregate Nutrition program, and 7,000 units for our C-2 Home Delivered Nutrition services to an estimated combined number of five and fifty (550) seniors in unduplicated services during the 2024-2025 fiscal year, with one daily meal being counted as one single unit of service.

Mariposa County HHSA has been able to address the need for programming growth and expansions within our senior services and nutrition programs through funding for infrastructure from Area 12 Agency on Aging (Senior Nutrition) and the USDA for Rural County Health (Senior Services). The expansion of our programs gives HHSA, Adult & Aging branch, the ability to provide C-2 hot & frozen meal delivery to identified desert areas, with each meal delivered based upon the approved monthly menu components by the A12AA's contracted registered dietitian.

In continued partnership with Area 12 Agency on Aging, the Health & Human Services Agency, Adult & Aging Services branch, conforms to and promotes the Older Americans Act providing services to persons 60 years of age and over. Mariposa County Health & Human Services Agency looks forward to the continuing partnership with Area 12 Agency on Aging in meeting our mission of providing services that promote independent living as safely as possible, regardless of the individual's economic status.

II. Proposal Summary – Upcoming Fiscal Year

During the next fiscal u During this next fiscal year, 2024- 2025, Mariposa County Health & Human Services Agency, Adult & Aging branch will implement continue with the expansion of the Home Delivered Meals programming by capitalizing on the funding received through grants from Area 12 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

With this expansion of services, HHSA will be increasing personnel staffing by changing an additional 80% PPT staff member, and the continued ability to hire extra-help as needed for service growth. Mariposa County Transit services continue making weekly routes to include Merced, Sonora, and Oakhurst areas for senior shopping and medical appointments.

III. Administration of the Applicant Agency (One Original)

No changes from the original submitted and approved Response to the Request for Proposal and awarded four-year Area 12 Agency on Aging grant July 2022 through June 2025.

IV. Governing Board (One Original)

- Complete and submit Attachment C.

V. Personnel Capability and Pattern

Mariposa County employs qualified personnel through a rigorous recruitment process by the County's Human Resources department. Job classifications and criteria of basic functions and responsibilities (see Attachment D) are on file for employees employed within the Department of HHSA; all kitchen staff hold food safety certifications.

- o Program Manager
- o Program Specialist I
- o Program Assistant II
- o Senior Nutrition Cook/Site Supervisor
- o Kitchen Assistant
- o Extra Help Kitchen Assistant
- o Transportation Program Specialist
- o Transit System Bus Driver
- o Driver

See the attached Mariposa County' Organizational Chart, detailing the Adult& Aging Branch and the programs it maintains.

Volunteers are an asset to many programs within Mariposa County. The Nutrition programs benefit greatly with their presences. All volunteers are required to sign the

County's Waiver regarding Workers' Compensation Insurantee form, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's job description. Within the HHSA's Nutrition Programs, a volunteer application is also completed, with an orientation and on-going training provided by the Program Manager and/or Program Specialist.

VI. Consumer Input

Consumer satisfaction is an important and valuable quotient in maintaining senior service programming. Therefore, program surveys are distributed to congregate, home delivered meal, and transportation program participants periodically to evaluate overall services, consumer needs, and their overall satisfaction. Within the C-1 Congregate Nutrition Program, surveys are readily available at the nutrition desk for congregate participants to evaluate overall services, consumer needs, and satisfaction. Survey results are shared with participants upon request. The C-2 Home Delivered Nutrition program surveys are distributed through the home delivered volunteers on an annual basis and returned via the enclosed envelope to the volunteer. (See attached comment card)

The County's public transportation service also is required by the Department of Transportation & the Federal Transportation Administration to provide an annual open public forum of the Local Transportation Commission of public hearings, which evaluates the effectiveness of Mariposa County Transit's services and identifies any additional transportation needs within the County. Surveys are conducted by the department and an independent contractor as per FTA requirements and are reported in the various transportation plans for Mariposa County (i.e. Short Range Transit Plan, Regional Transportation Plan, Mariposa County Coordinated Public Transit-Human Services Transportation Plan, & Regional Transportation Improvement Plan).

VII. Explain Any Changes to **Program**, including:

This next fiscal year, HHSA will continue to be expanding our senior nutrition services, specifically the C-2 Home delivered meals, increasing staff hours, adding additional personnel positions within the Kitchen staffing, and initiating delivery strategies and delivery routes to reach more isolated, homebound seniors in Mariposa County. This is due to the receipt of grant infrastructure funding to purchase new energy efficient kitchen equipment and delivery vehicles to the homebound seniors in isolated regions of Mariposa County.

VIII. Discuss Short- and Long-Range Plans for Your Organization and the Effects They May Have on the Program:

In the event where Area 12 Agency on Aging funding allocations have been depleted before the end of the fiscal year, Mariposa County Health & Human Services Agency will continue to provide all services utilizing other agency funds without interruptions to

services as needed. HHSA's senior nutrition programs do not incorporate a priority ranking system or waitlist services; it has been the policy and history of Mariposa County to continue to provide services, regardless of reaching allocation of funding by Area 12 Agency on Aging, to ensure services will continue to be provided to all seniors in need.

- IX. Attach Program Budget and Related Budget Narrative
- X. Attach Certificate of Insurance (One Original)
- XI. Attach Copy of Minutes from Board Meeting approving 2024 – 2025 A12AA Contract Renewal Proposal naming specific programs. (One Original)
- XII. Complete and submit Area 12 Agency on Aging Application for Contract Renewal Cover Sheet for each Program. (Attachment A)
- XIII. Complete and submit Area 12 Agency on Aging Services Proposed and Funds Requested Form. (Attachment B-1) (One Original)
- XIV. Complete and submit Area 12 Agency on Aging Contract Renewal Proposal Governing Board Information. (Attachment C) (One Original)
- XV. Complete and submit Area 12 Agency on Aging Personnel Information Form for each Program. (Attachment D)
- XVI. Complete and submit Area 12 Agency on Aging Authorized Signatory Form (Attachment E) (One Original)
- XVII. Complete and submit Area 12 Agency on Aging Contracts Representative (ACR) Form. (Attachment F) (One Original)
- XVIII. Complete and submit *California Civil Rights Law Certification* attesting to the fact that your staff and volunteers review this information annually. (Attachment G) (One Original)

*Focal Points: Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about services, letter or memorandum of understanding agreements and collocation of services.

Area 12 Agency on Aging - Contract Renewal Budget for Area Plan
FY 24-25 beginning July 01, 2024 and ending June 30, 2025

Cover & Signature Page

PROVIDER: Mariposa County Community Services

DATE: ##/##/## => 05/08/24

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program
operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:		PRINTED NAME	TITLE
		Lon Norman	St. Admin Analyst

Pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III B funds CFDA 93.044, Title III C funds CFDA 93.045,
and 2) related California Department of Aging funds.

FOR A12AA USE ONLY			
SIGNATURE, A12AA Executive Director		Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director		Assistant Director	DATE
SIGNATURE, A12AA Planner		Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER		James M Maltese Fiscal Officer	DATE
>			

	A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Contract Renewal Budget for Area Plan						
2	FY 24-25 beginning July 01, 2024 and ending June 30, 2025						
3							
4							
5	Provider: Mariposa County Community Services Mariposa County HHSA						
6	Summary of Costs						
7			Mariposa	Mariposa	Mariposa	05/08/24	
8	COST CATEGORIES		III B	III C-1	III C-2	TOTAL	
9	LINE ITEMS		Transportation	Congregate	HDM	COSTS	
10	Personnel Costs, Cash (from Tab 4 Personnel Costs, Cash)		182,340	180,497	99,456	462,293	
11	Personnel Costs, In-Kind (from Tab 5 Personnel Costs, In-Kind)		-	26,725	7,300	34,025	
12	Staff Travel (from Tab 6 Cost Details)		81	98	67	246	
13	Staff Training (from Tab 6 Cost Details)		285	530	276	1,091	
14	Property / Equipment (from Tab 6 Cost Details)		-	-	-	-	
15	Vendor / Consultant Agreements (from Tab 6 Cost Details)		-	-	-	-	
16	Food Costs - Cash		-	66,550	45,659	112,209	
17	Food Costs - In-Kind		-	275	140	415	
18	Allocated Costs, Direct (Send a list of costs and how each is allocated)		-	-	-	-	
19	OTHER COSTS		-	-	-	-	
20	Advertising and Outreach		-	-	-	-	
21	Building Rent - Cash (from Tab 6 Cost Details)		-	23,293	9,983	33,276	
22	Building Rent - In-Kind (from Tab 6 Cost Details)		-	-	-	-	
23	Equipment Rental		-	-	-	-	
24	Food Service Supplies (from Tab 6 Cost Details)		-	8,750	4,750	13,500	
25	Insurance		3,207	1,132	292	4,631	
26	Memberships and Subscriptions		-	135	135	270	
27	Office Expenses e.g. Paper, Postage, Software		4,250	3,250	1,950	9,450	
28	Supplies, Other than Office		7,189	6,641	500	14,330	
29	Repairs and Maintenance		2,200	1,800	950	4,950	
30	Taxes & Licenses		-	-	-	-	
31	Utilities e.g. Internet, Power, Telephone		7,100	8,018	3,192	18,310	
32	Vehicle Costs		25,265	800	2,500	28,565	
33	Volunteer Costs		-	-	-	-	
34	Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440	440	440	1,320	
35	Other- Describe	Cleaning / Janitorial Supplies	-	7,000	3,750	10,750	
36	Other- Describe	CHP/DOT Pull-Prog. Drug & Alcohol Testing (Transp.)	1,800	-	-	1,800	
37	Other- Describe		-	-	-	-	
38	Other- Describe		-	-	-	-	
39	Other- Describe		-	-	-	-	
40	TOTAL OTHER COSTS		51,451	61,259	28,442	141,152	
41	INDIRECT COSTS, Cash		-	-	-	-	
42	INDIRECT COSTS, In-Kind		-	-	-	-	
43	Costs, Cash		234,157	308,934	173,900	716,991	
44	Costs, In-Kind		-	27,000	7,440	34,440	
45	TOTAL COSTS**		234,157	335,934	181,340	751,431	
46	Memo: Total Funding		234,157	335,934	181,340	751,431	
47	Memo: Difference = Total Costs less Total Funding		-	-	-	-	
48			-	-	-	-	
49	**Total Costs must equal Total Funding						

	A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Contract Renewal Budget for Area Plan						
2	FY 24-25 beginning July 01, 2024 and ending June 30, 2025						
3							
4							
5	Provider: Mariposa County Community Services						
6	Summary of Funding						
7		Mariposa	Mariposa	Mariposa	05/08/24		
8	FUNDING SOURCES	III B	III C-1	III C-2	TOTAL		
9	LINE ITEMS	Transportation	Congregate	HDM	FUNDING		
10	Budgeted Number of Units (Trips or Meals)	2,317	8,969	5,960			
11	Reimbursement Rate per unit in \$\$	\$ 25.00	\$ 9.60	\$ 8.50			
12	Area 12 Baseline Funds	57,925	86,102	50,660	194,687		
13	Area 12 funded Equipment	-	-	-	-		
14	Area 12 NSIP Funds		8,650	2,387	11,037		
15	Total Area 12 Funding	57,925	94,752	53,047	205,724		
16	Grant Related Income						
17	Donations from Program Participants	4,000	22,500	10,950	37,450		
18	Non-Senior service fees		2,500		2,500		
19	Other - explain in narrative				-		
20	Total Grant Related Income	4,000	25,000	10,950	39,950		
21	Grant Related Income Carryover				-		
22	Match Cash						
23	Donations from NON-Participants				-		
24	Fundraising Events				-		
25	County Funds	172,232	189,182	109,903	471,317		
26	Other - explain in narrative				-		
27	Total Match Cash	172,232	189,182	109,903	471,317		
28	Match In-Kind						
29	Donated Food		275	140	415		
30	County Donated Space (attach valuation)				-		
31	Other Donated Space (attach valuation)				-		
32	Volunteer Personnel	-	26,725	7,300	34,025		
33	Other - explain in narrative				-		
34	Total Match In-Kind		27,000	7,440	34,440		
35	Total Match, Cash & In-Kind	172,232	216,182	117,343	505,757		
36	Non-Match Cash						
37	Interest Income				-		
38	Proceeds from Sale of Property/Equipment				-		
39	Other - explain in narrative				-		
40	Total Non-Match Cash	-	-	-	-		
41	Non-Match In-Kind:						
42	Explain in Narrative				-		
43	Total Non-Match In-Kind	-	-	-	-		
44	Total Funding, Cash	234,157	308,934	173,900	716,991		
45	Total Funding, In-Kind	-	27,000	7,440	34,440		
46	Total Funding**	234,157	335,934	181,340	751,431		
47	Memo: Total Costs	234,157	335,934	181,340	751,431		
48	Memo: Difference = Total Funding less Total Costs	-	-	-	-		
49							
50	**Total Funding must equal Total Costs						

	A	B	C	D	E	F	G	H	I	J	K
1	Area 12 Agency on Aging - Contract Renewal Budget for Area Plan										
2	FY 24-25 beginning July 01, 2024 and ending June 30, 2025										
3											

Provider: Mariposa County Community Services

Personnel Costs, In-Kind

05/08/24

			Mariposa		Mariposa		Mariposa		Mariposa	
9	Position Classification*	Annual Wage Rate**	FTE %	III B Transportation	FTE %	III C-1 Congregate	FTE %	III C-2 HDM	Total FTE%	TOTAL \$
10	Monday Desk Receptionist/Host	34,647		0	4.329%	1,500		0	4.329%	1,500
11	Tuesday Desk Receptionist/Host	34,647		0	7.216%	2,500		0	7.216%	2,500
12	Wednesday Desk Receptionist/Host	34,647		0	4.329%	1,500		0	4.329%	1,500
13	Thursday Desk Receptionist/Host	34,647		0	8.442%	2,925		0	8.442%	2,925
14	Friday Desk Receptionist/Host	34,647		0	4.329%	1,500		0	4.329%	1,500
15	Server/Kitchen Help	34,647		0	7.937%	2,750		0	7.937%	2,750
16	Server/Kitchen Help	34,647		0	7.937%	2,750		0	7.937%	2,750
17	Server/Kitchen Help	34,647		0	7.937%	2,750		0	7.937%	2,750
18	Server/Kitchen Help	34,647		0	8.082%	2,800		0	8.082%	2,800
19	Server/Kitchen Help	34,647		0	8.082%	2,800		0	8.082%	2,800
20	Server/Kitchen Help	34,647		0	8.226%	2,850		0	8.226%	2,850
21	Server/Kitchen Help	34,647		0	8.226%	2,850		0	8.226%	2,850
22	Home Delivered Volunteer	34,647		0	4.546%	1,575		1,575	4.546%	1,575
23	Home Delivered Volunteer	34,647		0	4.546%	1,575		1,575	4.546%	1,575
24	Home Delivered Volunteer	34,647		0	4.041%	1,400		1,400	4.041%	1,400
25	Home Delivered Volunteer	34,647		0	1.587%	550		550	1.587%	550
26	Home Delivered Volunteer	34,647		0	1.587%	550		550	1.587%	550
27	Home Delivered Volunteer	34,647		0	1.587%	550		550	1.587%	550
28	Home Delivered Volunteer	34,647		0	1.587%	550		550	1.587%	550
29	Home Delivered Volunteer	34,647		0	1.443%	500		500	1.443%	500
30	Home Delivered Volunteer	34,647		0	0.144%	50		50	0.144%	50
31	TOTAL IN-KIND PERSONNEL COSTS			0		26,725		7,300		34,025
32										34,025

*For each Position Classification, explain on the Narrative Explanation sheet the method for determining the Annual Wage Rate.

*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hour year.

	A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Contract Renewal Budget for Area Plan						
2	FY 24-25 beginning July 01, 2024 and ending June 30, 2025						
3							
4	Provider: Mariposa County Community Services						
5							
6	Cost Details						
7					05/08/24		
8	COST CATEGORIES	III B	III C-1	III C-2	TOTAL		
9	LINE ITEMS	Transportation	Congregate	HDM	COSTS		
10	Staff Travel						
11	Overnight travel costs	0	0	0			
12	Number of miles	123	150	102			
13	Private vehicle reimbursed costs in \$\$ per mile	0.655	0.655	0.655			maximum
14	Total Staff Travel	81	98	67	246		246
16	Staff Training-Describe						
17	First Aid / CPR / AED Recertification	50	100	33	183		
18	Workshops/Inservices/ServSafe Cert.	235	430	243	908		
19		0	0	0	0		
20	Total Staff Training	285	530	276	1,091		1,091
22	Property / Equipment - Unit Cost \$500 minimum						
23	Equipment	0	0	0	0		
24		0	0	0	0		
25		0	0	0	0		
26	Total Property / Equipment	0	0	0	0		0
28	Vendor / Consultant Agreements						
29		0	0	0	0		
30		0	0	0	0		
31		0	0	0	0		
32	Total Vendor / Consultants Agreements	0	0	0	0		0
34	Building Rent-Cash (Attach Cost Allocation)						
35	Rent Allocation	0	23,293	9,983	33,276		
36		0	0	0	0		
37		0	0	0	0		
38	Total Building Rent - Cash	0	23,293	9,983	33,276		33,276
40	Building Rent - In-kind (Attach Cost Allocation)						
41		0	0	0	0		
42		0	0	0	0		
43		0	0	0	0		
44	Total Building Rent - In-Kind	0	0	0	0		0
46	Food Service Supplies						
47	Paper goods (wrap-foil/plastic, utensils, disposable		8,750	4,750	13,500		
48	drinking cups and condiment cups, utensils), etc.		-	-	0		
49	Total Food Service Supplies		8,750	4,750	13,500		
51							
52	If further explanations are needed use the Narrative Explanation sheet..						

A		B
1	Area 12 Agency on Aging - Contract Renewal Budget for Area Plan	
2	FY 24-25 beginning July 01, 2024 and ending June 30, 2025	
3		
4	Provider: Mariposa County Community Services	
5		
6	Narrative Explanations	
7		
8	Sheet & Item	Narrative explanations
9	Summary of Costs /Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs /Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttle Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Summary of Costs /Supplies Other than Office	Small tools and equipment purchases for transit services only.
12	Summary of Costs /CHP- DOT Pull Program. Drug & Alcohol Testing	Federal and State required 49 CFR Part 40 Drug & Alcohol Testing for all transit system employees, drivers and dispatch, as they are considered safety sensitive positions.
13	Personnel Costs--Cash	Payroll wages, taxes and deductions are compiled and keyed into the County's enterprise (budget) system by the Mariposa County Auditor's Office during the County's budget process then the system is "locked" into place at the close at the dead-line date.
14	Personnel Costs--In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server/Kitchen Help, and Home Delivered Meals) are equal to the hiring of an PT Office Assistant II, Grade 17, Step 1 (\$16,657).
15		

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contract over \$100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Mariposa County Health & Human Services Agency	<i>Federal ID Number</i> 94-6000880
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Miles Menetrey, Board of Supervisor District V, Chair	
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Mariposa, CA

MEMO: All Providers

RE: Unruh Civil Rights Law Certification

This is a requirement by CDA as of January 1, 2017.

The flyer link below explains the Unruh Civil Rights Act

<https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-250.pdf>

Review it with your staff and volunteers at a Staff Training. This document is included in the Contract Renewal Proposal. The verification of the training will be reviewed at the yearly monitoring.

Contract with A12AA - Exhibit D, Article II, C. 5.

California Civil Rights Laws – The Contractor shall, ensure compliance with the requirements of Cal. Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor complies with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960); and Contractor internal policy policies are not used in violation of California Civil Rights Laws.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-221

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve a Business Associate Agreement (BAA), with Encompass Community Services, for Health Insurance Portability and Accountability Act of 1996; and Authorize the Board of Supervisors Chair to Sign the BAA

RECOMMENDATION AND JUSTIFICATION

Approve a Business Associate Agreement (BAA), with Encompass Community Services, for Health Insurance Portability and Accountability Act of 1996; and Authorize the Board of Supervisors Chair to Sign the BAA.

The Business Associate Agreement (BAA) with Encompass Community Services is to govern the exchange of Protected Health Information (PHI) in connection with the Residential Inpatient Mental Health Agreement with the County of Mariposa Health and Human Services. To ensure the confidentiality of client information, Encompass requires a BAA.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County does not have a current agreement with Encompass Community Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, the Agency will not be able to communicate about clients and services with Encompass Community Services.

FINANCIAL IMPACT

There is no cost to this Business Associate Agreement. There is no impact to the County General Fund.

ATTACHMENTS

1. Encompass BAA (MariposaV4)

VOTE RESULT

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

This Business Associate Agreement ("Agreement") is effective as of 4/1/2024 ("Effective Date"), between Encompass Community Services ("Covered Entity"), and County of Mariposa, a political subdivision of the state of California ("Business Associate"). This Agreement supersedes any previous Business Associate Agreement between the parties.

1. Definitions

- 1.1. HIPAA. "HIPAA" refers collectively to the Health Insurance Portability and Accountability Act of 1996, certain regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (the "HIPAA Privacy Rule," 45 CFR Part 160 and 45 CFR Part 164, subparts "A" and "E" and the "HIPAA Security Rule," 45 CFR Part 160 and 45 CFR Part 164, subparts "A" and "C"), and Title XIII of the American Recovery and Reinvestment Act of 2009 ("HITECH").
- 1.2. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.3. Required By Law. "Required By Law" shall have the same meaning as defined in 45 CFR 164.103.
- 1.4. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.5. Catch-all definition. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA.

2. Obligations of Business Associate

- 2.1. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
- 2.2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement;
- 2.3. Review and modify the security safeguards implemented to continue to provide reasonable and appropriate protection of PHI, and update documentation of such modifications;
- 2.4. Without unreasonable delay, and in no event later than five (5) calendar days, report immediately to Covered Entity any breach or suspected breach of unsecured PHI;
 - 2.4.1. Written notification by Business Associate to Covered Entity must include:
 - 2.4.1.1. A brief description of how the Breach happened, including the dates of the Breach and of the discovery of the Breach;
 - 2.4.1.2. A description of the PHI acquired, accessed, used or disclosed by the Breach; and
 - 2.4.1.3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

- 2.4.2. Business Associate will provide additional information discovered by Business Associate about the Breach, without unreasonable delay, after such additional information is discovered by Business Associate.
- 2.5. Agree to mitigate to the extent possible any harm or damages to Covered Entity or any third-party resulting from a breach of PHI;
- 2.6. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, including entering into a contract or other arrangements to comply with HIPAA;
- 2.7. Within five (5) days of receiving a written request from Covered Entity, make available to Covered Entity the PHI necessary for Covered Entity to respond to an individual's request for access to PHI about that individual if Business Associate's possession of the PHI constitutes a Designated Records Set;
- 2.8. Within five (5) days of receiving a written request from Covered Entity, make available to Covered Entity the requested PHI for amendment, and to incorporate any amendments to the PHI in accordance with the HIPAA Privacy Rule, if Business Associate's possession of the PHI constitutes a Designated Records Set;
- 2.9. Within five (5) days of receiving a written request from Covered Entity, make available to Covered Entity the information necessary for the Covered Entity to provide an accounting of disclosures of PHI as required by the HIPAA Privacy Rule;
- 2.10. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under HIPAA, comply with the requirements that apply to the Covered Entity in the performance of such obligation(s); and
- 2.11. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining compliance with HIPAA.

3. Permitted Uses and Disclosures by Business Associate

- 3.1. Business Associate may only use or disclose Protected Health Information as necessary to perform the services set forth in the Service Agreement, specifically to:
- 3.1.1. create, receive, maintain or transmit PHI on behalf of Covered Entity, if Business Associate appropriately safeguards this information;
- 3.1.2. disclose PHI to Business Associate that is a subcontractor and allow subcontractor to create, receive, maintain, or transmit PHI on its behalf, if Business Associate obtains satisfactory assurances that subcontractor will appropriately safeguard the information through a written contract or other written agreement;
- 3.1.3. de-identify any and all PHI obtained by Business Associate from Covered Entity, and use such de-identified data, in accordance with the HIPAA Privacy Rule;

use and disclose PHI in Business Associate's capacity as a Business Associate to Covered Entity for the proper management and administration of Business Associate; and

3.1.4. use or disclose PHI as required by law.

- 3.2. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

4. Obligations of Covered Entity

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to under HIPAA, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Term and Termination

- 5.1. Term. The Term of this Agreement shall be effective as of the Effective Date, and shall continue for as long as Business Associate provides agreed upon services to or on behalf of Covered Entity and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Agreement.
- 5.2. Termination for Cause. Without limiting the rights of the parties, if Business Associate breaches its obligations under this Agreement, Covered Entity may, at its option:
- 5.2.1. Exercise any of its rights of access and inspection under this Agreement;
- 5.2.2. Require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may reasonably require to demonstrate compliance with this Agreement;
- 5.2.3. After providing Business Associate with notice of the breach in sufficient detail to enable Business Associate to understand the specific nature of the Breach, provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) days. If Business Associate does not cure the breach or end the

violation within thirty (30) days, Covered Entity may give written notice to terminate this Agreement and the Underlying Agreement between the parties for services; and

5.2.4. If cure is not possible, immediately terminate this Agreement and the Underlying Agreement between the parties for services if Business Associate has breached a material term of this Agreement.

Covered Entity's remedies under this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

5.3. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA.

6.3. Subpoena. In the event Business Associate receives a subpoena for any PHI in Business Associate's possession (which PHI is subject to this Agreement), Business Associate shall immediately notify Covered Entity and deliver a copy of the subpoena to Covered Entity. Business Associate shall respond to the subpoena in accordance with HIPAA and HIPAA Regulations or as required by law.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below. The undersigned represent and warrant that they have the corporate authority to bind the respective parties under this Agreement.



Business Associate Agreement Template

Encompass Community Services	COVERED ENTITY	County of Mariposa	BUSINESS ASSOCIATE		
By:	_____	By:	_____	_____	_____
Print Name:	<u>Linda Alves</u>	Print Name:	<u>Steven W. Dahlem</u>	<u>Miles Menetrey</u>	<u>Danielle Bondshu</u>
Title:	<u>COO</u>	Title:	<u>County Counsel</u>	<u>Chair of the Board of Supervisors</u>	<u>Clerk of the Board of Supervisors</u>
Date:	_____	Date:	_____	_____	_____



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-222

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve an Agreement with JDT Consultants, Inc. in the Amount of \$450,000 for Counseling and Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with JDT Consultants, Inc. in the Amount of \$450,000 for Counseling and Training; and Authorize the Board of Supervisors Chair to Sign the Agreement.

JDT shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet the criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA). TBS is an intensive, one-to-one, face to face, short-term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement. This three (3) year agreement has a not to exceed spend limit annually of \$150,000 for a total of \$450,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the Agreement for Fiscal Year 2024 through Resolution No. 2023-477 on September 12, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, the Agency will be negatively impacted in providing vital services to this specific target population within Mariposa County.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. JDT Consultants (24-25) (V2)-COB.docx

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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

AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and JDT Consultants, Inc. 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 be for a period of three (3) years, commencing on July 1st, 2024, through and including June 30th, 2027.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement will not exceed \$150,000 annually or \$450,000 for the entirety of the three-year contract. Contractor shall be compensated for services performed at an hourly rate 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 \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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.

(7) 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.

(8) 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 release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are 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 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:

JDT Consultants, Inc.
4205 West Figarden Drive
Fresno, CA 93711
Phone: (559) 221-1680
Fax: (559) 221-4336

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 [INSERT TIMEFRAME] 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.

[ONLY FOR PROJECT OPTION]

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

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

BOARD APPROVAL

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Jana Todd, CEO and President
JDT Consultants, Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA).

Description of TBS

TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement. TBS is not a “stand alone” service and is intended to supplement other specialty mental health services by addressing one to three behaviors that jeopardize the child’s ability to remain in his or her current home. Contractor shall provide the client with skills to effectively manage the behaviors or symptoms that are the barriers to achieving residence at the lowest appropriate level. TBS shall be provided in the client’s home and other environments where the client’s behaviors occur.

Staffing

Contractor will provide qualified and trained staff who are proficient in providing TBS services. Services may be provided by a Licensed Practitioner of the Healing Arts (LPHA) or an “other qualified” provider.

An LPHA is a professional staff that must be licensed, registered, certified, or recognized under California State scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Non-Physician LPHAs include Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians.

An “other qualified” provider is an individual at least 18 years of age with a high school diploma or equivalent degree determined to be qualified to provide the service by the County. Mariposa County Behavioral Health and Recovery Services has the authority to determine whether a provider is qualified to provide mental health services.

Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of

Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists.

Contractor will provide proof of cleared background checks for the DOJ, CACI and FBI.

Contractor will have supervisors available to staff providing TBS during the time services are provided. County will provide supervisory contact in case the contract supervisor has a need to discuss the case.

Referrals

Contractor will accept or deny referrals within 3 business days of receipt.

Referrals from County will include Client demographic information, Release of Information, current assessment, treatment plan with TBS interventions indicated, TBS referral form, authorization for TBS services and Medi-Cal verification print out.

Contractor will make contact with the family within 3 days of acceptance of referral.

If Contractor is unable to meet the needs of the child/family in scope or duration Contractor will notify the county within 24 hours.

Services

Services will be provided as outlined in the client treatment plan. Contractor will communicate with the county if changes need to be made to the client treatment plan.

Services will be provided as needed 24/7 based on assessment or urgent request from the client/family.

Services may occur at any time, however, typically are provided 6am-8am, 3pm-9pm and on the weekends.

If the client no shows the appointment or cancels within 24 hours, the provider will document attempts in a communication note. If the client no shows/cancels two appointments in a row or has a pattern of inconsistently attending appointments, the provider will notify County to assist in scheduling and attendance.

Invoicing

Contractor will submit monthly invoices by the 15th of the following month with all progress notes for services rendered. Information to be included: date of service, time of service, duration of service, who was present at service, where service was provided, and details of the service provided. All progress notes shall include progress on the identified behaviors and specific interventions utilized.

Progress notes shall be cosigned by a licensed supervisor if the provider is not licensed.

Service Authorizations

Services without an HHSA authorized referral shall not be reimbursed. Services will be reauthorized every 30 days typically at the client's regularly scheduled Intensive Care Coordination (ICC) meeting.

Monthly reauthorization meetings shall include the following:

- Client progress toward behaviors targeted in the Plan of Care in measurable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behavior by the client as well as precipitating events that are rendering their current placement at risk will be identified and a specific intervention plan will be determined. Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- Then a plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of services will be identified.
- The next reauthorization date will be established.

Provider appeals

Contractor may appeal a denied, terminated, or modified request for services from HHSA. The appeal shall be submitted to HHSA within 30 calendar days of the postmark of the notification of the denial, termination, or modification. Send the appeal to:

Mariposa County Health and Human Services Agency
Attn: Quality Assurance
P.O. Box 99
Mariposa, CA 95338

Training

Contractor will provide training and consultation to identified HHSA employees to be designated by the director of HHSA in his sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions.

Exhibit B
COST PROPOSAL

The total cost of this agreement is not to exceed \$150,000 annually. Client services will be invoiced at the rates shown below. If the client does not show for services or cancels within 24 hours and will not reschedule, the county will reimburse for 1/2 of the time that was scheduled for the appointment.

Provider Type	Rate
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$350.00 per hour
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	\$275.00 per hour

The Contractor will provide training and consultation to identified HHSA employees to be designated by the mental health director at their sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions. Training and consultation services will be provided at a cost of \$150.00 per hour with a maximum billing of 40 hours / \$6,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2024

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 Cal-Valley Insurance Services, Inc. 5070 N. Sixth St. #155 License #0733383 Fresno CA 93710	CONTACT NAME: Mariel Matousek PHONE (A/C, No, Ext): (559) 225-1300 FAX (A/C, No): (559) 225-8966 E-MAIL ADDRESS: Marielm@calvalleyinsurance.com
INSURED JDT Consultants, Inc. 4205 West Figarden Drive Fresno CA 93722	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: California Automobile Insurance INSURER C: Employers Comp. Ins. Group INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24/25 GL BA UMB WC PL**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	PHPK2642121	01/03/2024	01/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BA040000050343	01/09/2024	01/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			PHUB896167	01/03/2024	01/03/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EIG5180838-01	03/01/2024	03/01/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2642121	01/03/2024	01/03/2025	Retro Date 01/03/2007 Each Prof Incident \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Mariposa, its officers, officials, employees, and volunteers are named as additional insured with respects to General Liability, Waiver of Subrogation, Primary Non-Contributory applies per attached endorsement form PI-GLD-HS (10/11).

CERTIFICATE HOLDER**CANCELLATION**

County of Mariposa

5362 Lemee Lane
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b)** The construction, erection, or removal of elevators; or
- (c)** The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Resignation of Dr. Eric Sergienko for a Seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission; and Approve Appointment of Dr. Kristina Keheley for a Seat on the Commission

RECOMMENDATION AND JUSTIFICATION

Approve Resignation of Dr. Eric Sergienko for a Seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission; and Approve Appointment of Dr. Kristina Keheley for a Seat on the Commission.

The Commission became effective when all five counties adopted substantially similar ordinances creating the Commission. The Commission shall consist of a maximum of 25 voting members... and be appointed by the respective Board of Supervisors. The number of voting members is based upon the number of Medi-Cal beneficiaries within each county. For Mariposa County, the membership is comprised of one (1) seat allocated for Director of the County Health Department of Mariposa County, or designee. As a consolidated Health and Human Services Agency, we recommend appointing Dr. Kristina Keheley as that designee, for a term that will continue until January 15, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors approved County Ordinance No. 1166 on September 28, 2021, establishing the framework for Mariposa's participation in the County Organized Health System. The ordinance specifies a four-year term for the single commissioner appointed by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County would not have representation on the Commission that will help to guide the MediCal managed services within the county.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Mariposa County Ordinance 1166 (1)

MARIPOSA COUNTY ORDINANCE NO. 1166

ORDINANCE ADDING CHAPTER 2.114 TO TITLE 2 OF THE MARIPOSA COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO- MARIPOSA MANAGED MEDICAL CARE COMMISSION

The Board of Supervisors of Mariposa County hereby finds and declares the following:

WHEREAS, pursuant to Welfare and Institutions Code Section 14087.54, any county or counties may establish a special Commission in order to meet the problems of the delivery of publicly assisted medical care in the county or counties and to demonstrate ways of promoting quality care and cost efficiency; and

WHEREAS, the Santa Cruz-Monterey-Merced Managed Medical Care Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients; and

WHEREAS, the Commission wishes to expand to include San Benito County and Mariposa County; and

WHEREAS, this Board deems it appropriate to join the Commission and form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties;

NOW THEREFORE the Board of Supervisors of the County of Mariposa ordains as follows:

SECTION I

- 2.114.010 Established.**
- 2.114.020 Purpose.**
- 2.114.030 Membership.**
- 2.114.035 Membership composition.**
- 2.114.040 Bylaws.**
- 2.114.050 Quorum.**
- 2.114.060 Status and power of the Commission.**
- 2.114.070 Reports.**
- 2.114.080 Vacancies.**
- 2.114.090 Severability.**

2.114.010 Established.

Pursuant to California Welfare and Institutions Code Section 14087.54, there is created the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. This Commission is a multi-county commission representing Santa Cruz, Monterey, Merced, San Benito and Mariposa Counties. The Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission shall be established effective on that date that all five counties have in effect substantially similar ordinances creating the Commission and a quorum of said Commission's members have met to conduct its initial public meeting. Upon the establishment of the Commission, all of the rights, duties, privileges, and immunities vested in Mariposa County by Welfare and Institutions Code Section 14087.5 et seq. (Division 9, Part 3, Chapter 7, Article 2.8) are instead transferred to and vested in the Commission, and shall continue to be so vested until Mariposa County formally terminates its participation in the Commission. Any action to terminate participation must be preceded by a 90-day notice to the other member counties and notice to the State Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54(g).

2.114.020 Purpose.

- (A) The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.
- (B) The Commission shall design and operate a program that:
 - (1) Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;
 - (2) Includes mechanisms for assuring that Commission-financed medical care services meet appropriate quality of care standards;
 - (3) Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

(4) Implements a financial plan which includes the creation of a prudent reserve within three years of commencing operations, and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement;

(5) Gives a high priority to increasing prevention, education, and early intervention services for enrolled recipients;

(6) Ensures that all program obligations, statutory, contractual or otherwise, shall be the obligations of the program and shall not be the obligations of Santa Cruz County, Monterey County, Merced County, San Benito County, Mariposa County or the State;

(7) Implements programs and procedures to ensure that a high level of member satisfaction is maintained.

(C) The Commission shall also be authorized to contract with public insurers, payors or plan sponsors to offer and/or administer their health care programs and to contract with private insurers or plan sponsors to administer their health care programs.

2.114.030 Membership.

(A) The Commission shall consist of a maximum of 25 voting members who, with the exception of the director or designee of the Health Department (or Health Services Agency) who shall work in the respective county and be appointed by the respective Board of Supervisors, shall be legal residents of the County of Santa Cruz appointed by the Board of Supervisors of Santa Cruz County, legal residents of Monterey County appointed by the Board of Supervisors of Monterey County, legal residents of Merced County appointed by the Board of Supervisors of Merced County, legal residents of San Benito County appointed by the Board of Supervisors of San Benito County, and legal residents of Mariposa County appointed by the Board of Supervisors of Mariposa County. The Commission shall be generally representative of the diverse skills, backgrounds, interests, and demography of persons residing in each county.

(B) Each member of the Commission shall have a commitment to a health care system which seeks to improve access to high quality health care for all persons, regardless of their economic circumstances, and which in fact delivers high quality care, and which in fact is financially viable. Members of the Commission shall likewise have an abiding commitment to, and interest in, a quality publicly assisted health care delivery system.

(C) The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county with the number of Commissioners within a county and Commission representation categories determined according to the following formula:

1) Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;

(2) Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee; and

b) One (1) at large representative of either the health care provider population or the population of beneficiaries to be served by the Commission.

(3) Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee

b) One person representing health care providers; and

c) One person from the public representing the population of beneficiaries to be served by the Commission.

(4) Forty-five thousand (45,000) to sixty-thousand (60) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

- b) One member of the Board of Supervisors;
- c) One person representing health care providers; and,
- d) One person from the public representing the population of beneficiaries to be served by the Commission.

(5) 60,000 or more Medi-Cal beneficiaries within the county equals five (5) commission seats to be filled as follows:

- a) The Director of the County Health Department (or Health Services Agency) or their designee;
- b) One member of the Board of Supervisors;
- c) One person representing health care providers;
- d) One person from the public representing the population of beneficiaries to be served by the Commission; and
- e) One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.

(D) Any deletion of commissioners required based upon a change in the population of Medi-Cal beneficiaries within a county will be achieved through attrition, with a maximum of two (2) years to come into compliance with the membership provisions of this Chapter.

(E) Commissioners shall be appointed by majority vote of the Board of Supervisors of the respective county. Any Commission member may be removed from office by a four-fifths vote of the Board of Supervisors of the County originally appointing that member.

(F) Commissioners appointed by the Mariposa County Board of Supervisors shall serve terms of four years, with the exception of the initial selection of members. The majority of the Commission members initially appointed by the Mariposa County Board of Supervisors shall serve terms commencing on January 15th of the year in which the fourth district supervisor

began a full term. The remaining members initially appointed shall serve terms commencing on January 15th of the year in which the fifth district supervisor began a full term. The initial appointment terms shall be drawn by lots. At the conclusion of a term, a member may be reappointed to a subsequent four-year term or terms.

2.114.035 Membership composition.

The Board of Supervisors declares that the individuals representing health care providers appointed to the Commission are intended to represent and further the interests of said providers, and that such representation and furtherance will ultimately serve the public interest.

Accordingly, the Board finds that for purposes of determining whether any such Commissioner has a “financial interest” within the meaning of Government Code Section 87100., the industry, profession, and providers are tantamount to and constitute the public generally within the meaning of Section 87103 of the Government Code.

2.114.040 Bylaws.

Procedures for the conduct of business not otherwise specified in this chapter, including provisions for the creation of standing committees, shall be contained in bylaws adopted by the Commission and submitted to the Board of Supervisors of each County for final approval.

2.114.050 Quorum.

A majority of the appointed members of the Commission (excluding any positions that are vacant) shall constitute a quorum, and no act of the Commission shall be valid unless a majority of those members appointed and not disqualified from voting due to a conflict of interest concur therein. Any act of the Commission shall be accomplished by a roll call vote when such a vote is requested by any member in attendance.

2.114.060 Status and power of Commission.

(A) The Commission shall be considered an entity separate from the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito and the County of Mariposa. The Commission shall have all of the powers made available generally to commissions under Welfare and Institutions Code Section 14087.54. The Commission shall have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services to meet its obligations, and to sue or be sued. Any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, or the County of Mariposa.

2.114.070 Reports.

(A) The Commission shall submit an annual report to each respective Board of Supervisors and County Administrative Office on or before January 31st of each year. The report shall highlight the activities, accomplishments, and future goals of the Commission.

(B) Any of the respective Boards of Supervisors may request that the Commission submit progress reports and recommendations at any time.

2.114.080 Vacancies.

Vacancies occurring in the Commission shall be filled by the Board of Supervisors of the appointing County for the remainder of the unexpired term only.

2.114.090 Severability.

The provisions of this chapter are severable. If any section, paragraph, sentence, phrase, or word of this chapter is declared invalid for any reason, that decision shall not affect any other portion of this chapter, which shall remain in full force and effect.

SECTION II

This ordinance shall take effect thirty (30) days after its final passage pursuant to the provisions of Government Code Section 25123.

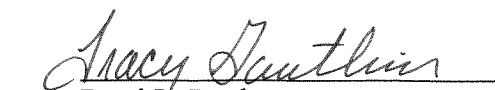
PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 28th day of September 2021 by the following vote:

AYES:	SMALLCOMBE, SWEENEY, LONG, FORSYTHE
NOES:	NONE
ABSENT:	MENETREY
ABSTAIN:	NONE


MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:


for René LaRoche
Clerk of the Board


Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-223

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Health and Human Services Agency to Participate in the Excellence in Family Finding, Engagement and Support Program Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency and the Chief of Probation as Required by the State (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Health and Human Services Agency to Participate in the Excellence in Family Finding, Engagement and Support Program Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency and the Chief of Probation as Required by the State (Subject to Approval as to Legal Form by County Counsel).

This funding will allow HHSA to dedicate staff to performing more extensive family-finding activities when local family members are not available. Research shows that children placed with their own relatives and extended family members have greater placement stability, fewer emotional and behavioral problems, and more connections to their biological families and social-cultural communities. Per our current MOU and agreement for this funding specifically, HHSA will perform family-finding activities for those youth in Probation custody and utilize Probation's funding allocation for reimbursement. Requests for reimbursement will be submitted within HHSA's standard quarterly administrative claim.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This funding is relatively new and HHSA has not accessed it previously.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this resolution is not approved, HHSA will not be able to access this funding, which will limit our ability to identify additional potential family members with the ability to provide foster care services for detained youth.

FINANCIAL IMPACT

As this funding can be utilized through June 2027, it will be incorporated into the budget in those fiscal years that we expect to utilize it, there is no need for a budget action at this time.

ATTACHMENTS

1. **DRAFT - All County Letter 23-12 Excellence in Family Finding, Engagement and Support Program (1)**
2. **ACL 23-12 Family Finding (1)**
3. **CFL 22-23-49 (1)**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT PROGRAM
WRITTEN CERTIFICATION AND FUNDING PLAN

_____, 2023
California Department of Social Services
Attention: Resource Family Support and Permanency Branch

Director Johnson:

The purpose of this notice is to inform the California Department of Social Services (CDSS) that Mariposa County [Child Welfare Agency/Probation Department] has reviewed the information provided in the attached All County Letter (ACL), and elects to **opt into** the Excellence in Family Finding, Engagement, and Support Program.

Mariposa County [Child Welfare Agency/Probation Department] agrees to the conditions set forth in the ACL, including but not limited to, adhering to funding requirements, allowable activities, and the data collection and reporting requirements.

Mariposa County [Child Welfare Agency/Probation Department] certifies that the county [Child Welfare Agency/Probation Department] currently utilizes or will utilize dedicated family finding workers who have experience or training in family finding strategies and practices, and whose exclusive responsibilities will be family finding, engagement and support. Family finding workers may be employed by either the participating county [Child Welfare Agency/Probation Department] or a contracted nonprofit community-based organization.

Signature(s) of Child Welfare Director
or Authorized Representatives

Date

Signature(s) of Chief Probation Officer
or Authorized Representatives

Date

CDSS will accept electronic signatures in lieu of traditional manual signatures. Counties that choose to opt into the EFFES Program are required to submit a written plan addressing the questions on the following page. Only written funding plan is needed if the county's child welfare agency and probation department choose to opt into the EFFES Program together, but both agencies will need to sign off on the submission to provide the necessary certification.

Counties may begin accessing funds upon notification from CDSS that the county's written plan has been approved and will include the date of approval. Please submit completed plans to: centerforexcellence@dss.ca.gov.

1. Allocated funds must be used for specialized permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services. Please explain the following:

- a. How does the county intend to use the funds?
- b. What activities will the funds be used for? Funded activities shall include any or all of the following items. Please describe the county's plan for any chosen funded activities below.

I. Training of staff on family finding and engagement practices and models.

Describe your county's plan for training of staff here.

Mariposa County's assigned family finding Social Worker will attend trainings offered by the UC Davis Center for Excellence in Family Finding, Engagement, and Support (CFE). The family finding Social Worker will also attend other additional trainings on family searches, cultural responsiveness, trauma informed, genograms, outreach, engagement of family members, or other family finding efforts as offered by regional training centers.

- II. Staffing and tools to identify, locate, and engage persons related to the child by blood or marriage, identification, and engagement of other family-like relationships, and in the case of an Indian child, to make active efforts to engage with the tribe to determine the child's extended family members, as defined in Section 224.1. This may include use of internet and social media tools, genograms, database searches, and other technological tools to support family finding.

Describe your county's plan for training of staff here.

The assigned Social Worker will attend UC Davis Family Finding, Engagement, and Support trainings, attend weekly staff meeting where family finding processes will be discussed, and other offered or assigned trainings as needed. The assigned Social Worker will use Binti family finding, Lexus Nexus, social media, CalSAWS, CWS/CMS, and inmate locators to identify and locate family members and non-relative extended family members (NREFMs).

- III. Outreach and engagement of the child and family team members and all other current and prior service providers, case managers, and other connections to the foster child, to identify and engage possible family and family-like connections.

Describe your county's plan for outreach and engagement of child and family team members and other current and prior case-related providers and persons here.

Social Workers will engage with the immediate family to identify extended family members. The assigned family finding Social Worker will attend Child and Family Team Meetings, collaborate with the case carrying social worker to gather and share information to facilitate further family finding efforts and connection building practices, make face to face visits with any identified family members or NREFMs when possible, place phone calls, and send letters. The process may include interviewing previous Social Workers and prior service providers.

Appropriate Tribes will be contacted and actively engaged when there is any reason to believe that a family or child/youth may have Native American Heritage.

- IV. Plan development and case management for the child, family, and family-like connections to identify and address any barriers to establishing or reestablishing positive, loving, and supportive relationships.

Describe your county's plan for plan development and case management for familial connections here and addressing barriers to permanent connections here.

The family finding assigned Social Worker will have no less than monthly contact with family and NREFM connections, coordinate family visitation, and address long distance relationship barriers by using phone calls, Skype, Facetime, etc.

- V. Implementation of model programs, strategies, or promising practices identified by CDSS following required consultation.

Please describe the family finding models, programs, strategies, or promising practice the county intends to implement.

Mariposa County will utilize the Family Finding Model steps as a guiding practice (discovery, engagement, planning, decision making, evaluation, and follow-up and support). Strategies will include utilizing more family and supportive persons in the CFTMs, culturally sensitive practices, and a peer partner to offer support to biological parents.

2. Please explain how the county will provide the required match of local funds, which may include in-kind contributions of services or other resources.

Mariposa County will utilize Local Revenue Funds / 2011 Realignment.

February 2, 2023

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY LETTER NO. 23-12

The purpose of this All County Letter is to provide information on the Excellence in Family Finding, Engagement and Support Program and the Center for Excellence in Family Finding, Engagement and Support. The programs support dedicated and specialized permanency work to identify and engage family members for children and non-minor dependents in foster care.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

February 2, 2023

ALL COUNTY LETTER NO. 23-12

TO: ALL COUNTY WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL CHILD WELFARE SERVICES PROGRAM MANAGERS
ALL FOSTER FAMILY AGENCY DIRECTORS
ALL FEDERALLY RECOGNIZED TRIBES IN CALIFORNIA
ALL CDSS ADOPTION REGIONAL OFFICES

SUBJECT: **EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND
SUPPORT PROGRAM AND THE CENTER FOR EXCELLENCE IN
FAMILY FINDING, ENGAGEMENT, AND SUPPORT**

REFERENCE: [ASSEMBLY BILL 207 \(CHAPTER 573, STATUTES OF 2022\);
CHAPTER 5.6 \(COMMENCING WITH SECTION 16546\) OF PART 4
OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE ;
ASSEMBLY BILL 179 \(CHAPTER 249, STATUTES OF 2022\),
SECTION 148, PROVISION 23 \(BUDGET ACT OF 2022\)](#)

PURPOSE:

The purpose of this All County Letter is to communicate the requirements for participation in the Excellence in Family Finding, Engagement, and Support (EFFES) Program and the provisions available to support implementation through the establishment of The Center for Excellence in Family Finding, Engagement, and Support.

BACKGROUND:

Research shows that children placed with their own relatives and extended family members have greater placement stability, fewer emotional and behavioral problems, and more connections to their biological families and social-cultural communities. The Budget Act of 2022 allocated \$150 million General Fund (GF) in one-time funding, available for expenditure through June 30, 2027. Funds allocated under this section and the local match described in paragraph (2) of subdivision (c) shall be used for specialized

permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services. Services shall focus on establishing and maintaining permanent connections for foster children with their relatives and extended family members.

An additional \$750,000 GF in ongoing funding was allocated to create the Center for Excellence in Family Finding, Support and Engagement to provide culturally appropriate training and technical assistance to county child welfare and probation departments, participating tribes, and foster care providers to enhance their practices, policies, and efforts for family finding, support, and engagement.

The California Department of Social Services (CDSS) will work with the County Welfare Director's Association of California (CWDA) and the Chief Probation Officers of California (CPOC), and consult with Tribal Governments, to 1) establish the methodology for allocating program funds, 2) determine the opt-in process for counties and Tribes interested in participating in the EFFES program, and 3) determine the program data collection and outcome measure reporting requirements. Following tribal consultation, CDSS will release additional guidance regarding opt-in procedures, allocations, and requirements for participating Tribes that have or will enter into a state/tribal agreement pursuant to [Welfare and Institutions Code \(WC\) Section 10553.1](#) or in accordance with 25 United States Code. 1919.

EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT PROGRAM

The EFFES program funding must be used for specialized permanency services and supports that augment existing funding. Funds may not supplant funds for existing family finding and engagement programs; however, counties and Tribes may use funds to expand their existing programs. The funded activities shall include any of the following activities described in [WIC Section 16546.5\(e\)](#):

- (1) Training of staff on family finding and engagement practices, and models (e.g., Cultural Brokers, Upfront Family Finding, Wendy's Wonderful Kids) approved by CDSS, in consultation with counties, stakeholders, and the advisory committee. Approved practices and models will be posted on an ongoing basis on the Center for Excellence website and specific tools, resources, trainings, and consultants will be available through the Center for Excellence to support counties in implementing approved practices and models.
- (2) Staffing and tools to identify, locate, and engage persons related to the child by blood or marriage, identification, and engagement of other family-like relationships, and in the case of an Indian child, to make active efforts to engage with the tribe to determine the child's extended family members, as defined in [WIC section 224.1](#).¹ This may include use of internet and social media tools,

An Indian child's extended family members shall be as defined by the law or custom of the Indian child's tribe or, in the absence of such law or custom, shall be a person who has reached the age of eighteen and who is the Indian child's grandparent, aunt or uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin, or stepparent.

genograms, database searches, and other technological tools to support family finding. If a county is planning on purchasing a technology tool to support family finding, this will require an Advance Planning Document (APD) that shall be submitted through the normal APD process.

- (3) Outreach and engagement of the child and family team members and all other current and prior service providers, case managers, and other connections to the foster child, to identify and engage possible family and family-like connections.
- (4) Plan development and case management for the child, family, and family-like connections to identify and address any barriers to establishing or reestablishing positive, loving, and supportive relationships. Counties and participating Tribes shall engage children continuously in plan development, case planning, and services of importance to the child.
- (5) Implementation of model programs, strategies, or promising practices identified by the department in consultation with Tribes, CWDA, CPOC, and child and youth advocacy organizations. The model programs, strategies, or promising practices include, but are not limited to, model programs, strategies, or promising practices that focus on up front family finding and engagement and that focus on family finding and engagement techniques to find permanent families and relationships for foster children who have been in out-of-home foster care for 24 months or longer, who are not living with a relative, for whom reunification is no longer in the case plan, and who have not been placed with a family who is in the process of adopting them or assuming guardianship over them.

AVAILABILITY AND ALLOWABLE USES OF FUNDS

Counties and Tribes that elect to participate in the Program will be able to access funding beginning in fiscal year 2022-23. Counties and Tribes who choose to participate in the Program must opt in by June 30, 2025. After June 30, 2025, allocations from those counties and Tribes that did not opt in by June 30, 2025 will be allocated to counties and Tribes that did opt in. All funds must be expended by June 30, 2027.

A participating county shall utilize family-finding workers who have experience or training in family-finding strategies and practices, which may include lived experience.

Family-finding workers must be assigned to family-finding engagement responsibilities as their fulltime duties. A participating county may elect to contract with a nonprofit community-based organization to provide the services described in this section.

COUNTY MATCH

Counties will need to demonstrate a **50 percent match of local funds**, which may include in-kind contributions of services or other resources from the county or community-based

organizations, to the state funds being offered through the program. Additional information on the match requirement and claiming instructions can be found in the forthcoming County Fiscal Letter.

COUNTY OPT IN PROCESS TO RECEIVE FUNDS

Counties that choose to opt into the EFFES Program will be able to do so by submitting a written plan which includes:

- Certification that the county has or will hire family-finding workers who have experience or training in family-finding strategies and practice and who are assigned to family-finding responsibilities full-time (the family finding workers may be employed by the participating county or a nonprofit community-based organization).
- Explanation of how the county will provide the required match of local funds, which may include in-kind contributions of services or other resources.
- Explanation of how the county intends to use the funds.
- Explanation of the family finding models, programs, strategies, or promising practice the county intends to implement.

A county that elects to opt into the program may begin accessing funds upon written notification from CDSS that the county's written plan has been approved, which will include the date of its approval.

DATA AND REPORTING

Participating counties will be required to collect and report program data in accordance with written instructions issued by CDSS. This data shall include, but is not limited to, information regarding training completion, strategies, and models utilized by the county and services provided.

Participating counties will track and report on outcomes achieved by the program, in accordance with written instructions issued by CDSS. Outcomes to be tracked, as well as data collected from the Child Welfare Services/Case Management System shall include, but not be limited to:

- (1) Percentage of children initially or subsequently placed with a relative or nonrelative extended family member (NREFM).
- (2) Percentage of children placed in a family setting.
- (3) Placement stability experienced by children in out-of-home care.
- (4) Length of time to permanency for children in out of home care through reunification, guardianship, or adoption.
- (5) Racial disproportionality of children who experience placements in congregate care.

(6) Racial disproportionality of children who experience placement disruption.

(7) Percentage of children placed with relatives or NREFMs after having been in out-of-home foster care for 24 months or longer in a nonrelative placement and subsequently been subject to family finding and engagement.

The CDSS will consult with Indian tribes that enter into agreements with the department pursuant to [WIC Section 10553.1](#) or 25 U.S.C. Section 1919 to develop procedures for program data collection and reporting and tracking and reporting program outcomes measures for Indian tribes, consortia of tribes, or tribal organizations.

THE CENTER FOR EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT

The CDSS has contracted with University of California, Davis to launch the Center for Excellence in Family Finding, Engagement, and Support (CFE) to support efforts to keep children and youth connected to their biological and extended families. The CFE will provide multi-tiered, culturally appropriate training and technical assistance. This may include but is not limited to conducting evidence-based, organization-specific assessments of implementation activities, and strengthening trauma-informed practices and programs related to family finding and engagement.

The CFE will provide training and technical assistance for counties and Tribes that have opted to participate in the EFFES program. Specialized trainings and support will be available to county welfare agencies, probation departments, participating tribes, and foster care providers to enhance their practices, policies, and efforts for family finding, support, and engagement. The CFE will also provide training on how to engage children and young people in the family finding process. All trainings will utilize family finding and engagement and permanency subject matter experts. The training and technical assistance may include, but is not limited to, all the following:

- (1) Conducting evidence-based, organization-specific assessments of quantitative and qualitative data related to permanency outcomes and operations.
- (2) Strengthening trauma-informed permanency practices and programs.
- (3) Development and training of workforce, by role, regarding how to support permanency, family finding and engagement, and improvement of staff skills and practices.
- (4) Providing guidance and research on the latest high-fidelity, evidence-based permanency and family finding and engagement models and practices.
- (5) Peer-to-peer learning opportunities for counties, participating Tribes, and providers to share and leverage best practices for permanency and family finding and engagement program and practice development and sustainability.

- (6) Fostering a culture of diversity and inclusion that actively invites the contribution and participation of those who are most impacted and is representative of diverse identities and communities.
- (7) The CFE will be operational by March 1, 2023, to provide training and technical assistance for counties, participating Tribes, and providers. The training available at this point will not be all inclusive and additional training will be added throughout the operation of the CFE.

The creation of the CFE and the services it will offer will be in alignment with the Integrated Core Practice Model (ICPM). The [ICPM \(Integrated Core Practice Model\) Guide](#) can be found on the Department of Health Care Services website as well as outlined in [All County Information Notice I-21-18](#). The CDSS and UC Davis are intentionally using ICPM practice behaviors and State level behaviors to select CFE participants.

The vision of the CFE is based on the values of the ICPM and include an emphasis on family driven and youth guided practices, community driven supports and culturally and linguistically competent trainings and technical support, all provided through a trauma aware lens. If you would like more information on ICPM please see the [CDSS ICPM Home Page](#).

If you have any questions or need additional guidance regarding the information in this letter, contact the Resource Family Support & Permanency Branch at (916) 651-8100 or the Center for Excellence mailbox at Centerforexcellence@dss.ca.gov.

Sincerely,

Original Document Signed By

ANGIE SCHWARTZ
Deputy Director
Children and Family Services Division

EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT PROGRAM
WRITTEN CERTIFICATION AND FUNDING PLAN

_____, 2023

California Department of Social Services

Attention: Resource Family Support and Permanency Branch

Director Johnson:

The purpose of this notice is to inform the California Department of Social Services (CDSS) that _____ County [Child Welfare Agency/Probation Department] has reviewed the information provided in the attached All County Letter (ACL), and elects to **opt into** the Excellence in Family Finding, Engagement, and Support Program.

_____ County [Child Welfare Agency/Probation Department] agrees to the conditions set forth in the ACL, including but not limited to, adhering to funding requirements, allowable activities, and the data collection and reporting requirements.

_____ County [Child Welfare Agency/Probation Department] certifies that the county [Child Welfare Agency/Probation Department] currently utilizes or will utilize dedicated family finding workers who have experience or training in family finding strategies and practices, and whose exclusive responsibilities will be family finding, engagement and support. Family finding workers may be employed by either the participating county [Child Welfare Agency/Probation Department] or a contracted nonprofit community-based organization.

Signature(s) of Child Welfare Director/Chief Probation Officer
or Authorized Representatives

Date

CDSS will accept electronic signatures in lieu of traditional manual signatures. Counties that choose to opt into the EFFES Program are required to submit a written plan addressing the questions on the following page. Only written funding plan is needed if the county's child welfare agency and probation department choose to opt into the EFFES Program together, but both agencies will need to sign off on the submission to provide the necessary certification.

Counties may begin accessing funds upon notification from CDSS that the county's written plan has been approved and will include the date of approval. Please submit completed plans to: centerforexcellence@dss.ca.gov .

1. Allocated funds must be used for specialized permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services.

Please explain the following:

- a. How does the county intend to use the funds?
- b. What activities will the funds be used for? Funded activities shall include any or all of the following items. Please describe the county's plan for any chosen funded activities below.

- I. Training of staff on family finding and engagement practices and models.

Describe your county's plan for training of staff here.

- II. Staffing and tools to identify, locate, and engage persons related to the child by blood or marriage, identification, and engagement of other family-like relationships, and in the case of an Indian child, to make active efforts to engage with the tribe to determine the child's extended family members, as defined in Section 224.1. This may include use of internet and social media tools, genograms, database searches, and other technological tools to support family finding.

Describe your county's plan for identifying, locating, and engaging related persons here.

- III. Outreach and engagement of the child and family team members and all other current and prior service providers, case managers, and other connections to the foster child, to identify and engage possible family and family-like connections.

Describe your county's plan for outreach and engagement of child and family team members and other current and prior case-related providers and persons here.

- IV. Plan development and case management for the child, family, and family-like connections to identify and address any barriers to establishing or reestablishing positive, loving, and supportive relationships.

Describe your county's plan for plan development and case management for familial connections here and addressing barriers to permanent connections here.

- V. Implementation of model programs, strategies, or promising practices identified by CDSS following required consultation.

Please describe the family finding models, programs, strategies, or promising practice the county intends to implement.

2. Please explain how the county will provide the required match of local funds, which may include in-kind contributions of services or other resources.

February 10, 2023

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

COUNTY FISCAL LETTER NO. 22/23-49

This letter informs counties and federally recognized tribes of the Fiscal Year 2022-23 Excellence in Family Finding, Engagement, and Support Program General Fund (GF) planning allocation. A total of approximately \$150.7 million GF is available based on the Budget Act of 2022. Of the \$150.7 million budgeted, \$750,000 has been set aside for the Center for Excellence in Family Finding, Engagement, and Support. From the remaining \$150.0 million GF, \$7.5 million is set aside for participating Tribes. The balance of \$142.5 million in one-time funding is available for distribution, as shown in the attachment.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

February 10, 2023

COUNTY FISCAL LETTER (CFL) NO. 22/23-49

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY WELFARE FISCAL OFFICERS
ALL COUNTY CHILD WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL FEDERALLY RECOGNIZED TRIBES

SUBJECT: FISCAL YEAR 2022-23 EXCELLENCE IN FAMILY FINDING,
ENGAGEMENT AND SUPPORT GENERAL FUND PLANNING
ALLOCATION

REFERENCE: [UNITED STATES CODE TITLE 25, SECTION 1919](#)
[WELFARE AND INSTITUTIONS CODE \(WIC\) SECTION 10553.1](#)
[BUDGET ACT OF 2022 \(ASSEMBLY BILL 179, SECTION 148,](#)
[PROVISION 32\)](#)
[ALL COUNTY LETTER \(ACL\) NO. 23-12, DATED FEBRUARY 2, 2023](#)
[CFL NO. 21/22-31, DATED NOVEMBER 15, 2021](#)
[CFL NO. 14/15-29, DATED OCTOBER 29, 2014](#)

This letter informs counties and participating federally recognized Tribes of the Fiscal Year (FY) 2022-23 Excellence in Family Finding, Engagement, and Support (EFFES) Program General Fund (GF) planning allocation. For the purpose of this letter, “participating Tribes” means those Tribes, consortia of Tribes, or Tribal Organizations that elect to access this funding and that have or will enter a state agreement pursuant to [WIC section 10553.1](#) or in accordance with [25 U.S.C. 1919](#). A total of approximately \$150.7 million GF is available based on the Budget Act of 2022. Of the \$150.7 million GF budgeted, \$750,000 has been set aside for the Center for Excellence in Family Finding, Engagement, and Support. From the remaining \$150.0 million GF, \$7.5 million is set aside for participating Tribes. The balance of \$142.5 million in one-time funding is available for distribution to County Welfare Departments (CWDs) and County Probation Departments (CPDs), as shown in the attachment. A separate letter will be released regarding funding for participating Tribes.

Background

The [AB 179](#) makes available \$150.0 million GF in one-time funding for specialized permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services. Services shall focus on establishing and maintaining permanent connections for foster children with their relatives and extended family members.

An additional \$750,000 GF in ongoing funding was allocated to create the Center for Excellence in Family Finding, Support, and Engagement to provide culturally appropriate training and technical assistance to county child welfare and probation departments, participating Tribes, and foster care providers to enhance their practices, policies, and efforts for family finding, support, and engagement. Please refer to [ACL No. 23-12](#) for additional information regarding the Center for Excellence in Family Finding, Engagement, and Support.

Participation

A county may elect to participate in the EFFES Program by submitting a written plan to the California Department of Social Services (CDSS) by June 30, 2025, in accordance with instructions issued in [ACL No. 23-12](#), and may begin accessing the one-time funds beginning in FY 2022-23 contingent upon notification from CDSS that the county's complete written plan has been approved.

Counties and Tribes that elect to participate in the Program will be able to access funding beginning in FY 2022-23. Counties and Tribes who choose to participate in the Program must opt in by June 30, 2025. After June 30, 2025, allocations from those counties and Tribes that did not opt-in by June 30, 2025, will be allocated to counties and Tribes that did opt-in in order to maximize funding. All funds must be expended by June 30, 2027.

The EFFES Program funding must be used for specialized permanency services and supports that augment existing funding. Funds may not supplant funds for existing family finding and engagement programs; however, counties may use funds to expand their existing programs. Please refer to [ACL No. 23-12](#) for further information regarding allowable activities.

County Match

Counties will need to demonstrate a 50 percent match of local funds, which may include in-kind contributions of services or other resources from the county or community-based organizations to the state funds being offered through the program. Additional information on the match requirement and claiming instructions can be found in the forthcoming claiming CFL.

Funding

The attachment displays the planning one-time allocations for all counties assuming all counties choose to participate in the EFFES Program. A final distribution will be provided in a forthcoming allocation CFL after the June 30, 2025, opt-in deadline mentioned above.

CWDs

In consultation with the County Welfare Directors Association of California, approximately \$138.0 million GF is distributed to CWDs based on each county's percentage of the total statewide number of child welfare agency foster care placements, ages 0 through 18 years, excluding pre-adoption, dependent and non-dependent guardian, and trial home visit placements, during federal FY 2022, taken from the Child Welfare Services/Case Management System (CWS/CMS). A minimum floor adjustment ensures each CWD receives at least \$48,000 GF.

CPDs

Approximately \$4.4 million GF is distributed to CPDs based on each county's percentage of the total statewide average number of probation department foster care placements, ages 0 through 18 years, excluding pre-adoption, dependent and non-dependent guardian, and trial home visit placements, during federal FYs 2020 through 2022, taken from the CWS/CMS. A minimum floor adjustment ensures each CPD receives \$27,782.

Claiming

Detailed claiming information will be provided in a forthcoming claiming CFL.

As stated in [CFL No. 14/15-29](#), CWDs may submit allowable claims on behalf of CPDs. CWDs and CPDs should reference the developed Memorandum of Understanding that designates roles and responsibilities between the two agencies related to pass-through funds and claim submission for reimbursement for further information. CWDs and CPDs may, and are encouraged to, collaborate in the EFFES Program.

Closeout

After June 30, 2027, any unspent funds that have been allocated to participating counties and Tribes via the forthcoming final allocation CFL will be redistributed to participating counties and Tribes during the year-end closeout process to maximize the funding.

For program-related questions, please contact the Resource Family Support & Permanency Branch at (916) 651-7394 or the Reunification and Pathways to

Permanency Unit at Reunification-Permanency@dss.ca.gov. Questions regarding this allocation should be directed to fiscal.systems@dss.ca.gov.

Sincerely,

Original Document Signed By:

NATHAN HART, Chief
Financial Management Branch
Finance and Accounting Division

Attachment

**FISCAL YEAR 2022-23 EXCELLENCE IN FAMILY
FINDING, ENGAGEMENT, AND SUPPORT GENERAL FUND
PLANNING ALLOCATION FOR COUNTY WELFARE DEPARTMENTS
AND COUNTY PROBATION DEPARTMENTS**

COUNTY	COUNTY WELFARE DEPARTMENT	COUNTY PROBATION DEPARTMENT	TOTAL ALLOCATION
Alameda	\$2,507,915	\$222,262	\$2,730,177
Alpine	\$48,000	\$27,782	\$75,782
Amador	\$165,015	\$27,782	\$192,797
Butte	\$1,154,825	\$27,782	\$1,182,607
Calaveras	\$238,554	\$27,782	\$266,336
Colusa	\$104,721	\$27,782	\$132,503
Contra Costa	\$1,565,015	\$55,568	\$1,620,583
Del Norte	\$285,326	\$27,782	\$313,108
El Dorado	\$343,274	\$27,782	\$371,056
Fresno	\$6,681,289	\$111,131	\$6,792,420
Glenn	\$118,104	\$27,782	\$145,886
Humboldt	\$940,831	\$27,782	\$968,613
Imperial	\$1,034,376	\$27,782	\$1,062,158
Inyo	\$69,124	\$27,782	\$96,906
Kern	\$5,426,159	\$250,048	\$5,676,207
Kings	\$956,421	\$27,782	\$984,203
Lake	\$202,818	\$27,782	\$230,600
Lassen	\$209,579	\$27,782	\$237,361
Los Angeles	\$48,431,716	\$1,222,493	\$49,654,209
Madera	\$758,017	\$27,782	\$785,799
Marin	\$196,196	\$27,782	\$223,978
Mariposa	\$53,533	\$27,782	\$81,315
Mendocino	\$626,393	\$27,782	\$654,175
Merced	\$1,524,865	\$27,782	\$1,552,647
Modoc	\$64,709	\$27,782	\$92,491
Mono	\$48,000	\$27,782	\$75,782
Monterey	\$539,471	\$55,568	\$595,039
Napa	\$267,528	\$27,782	\$295,310
Nevada	\$160,461	\$27,782	\$188,243
Orange	\$7,234,142	\$111,131	\$7,345,273
Placer	\$499,321	\$27,782	\$527,103
Plumas	\$115,896	\$27,782	\$143,678
Riverside	\$9,235,977	\$250,048	\$9,486,025
Sacramento	\$4,037,333	\$194,480	\$4,231,813
San Benito	\$102,513	\$27,782	\$130,295
San Bernardino	\$15,415,599	\$222,262	\$15,637,861
San Diego	\$5,851,940	\$277,830	\$6,129,770
San Francisco	\$1,560,462	\$83,349	\$1,643,811
San Joaquin	\$3,303,875	\$55,568	\$3,359,443
San Luis Obispo	\$666,543	\$27,782	\$694,325
San Mateo	\$307,677	\$27,782	\$335,459
Santa Barbara	\$1,217,188	\$27,782	\$1,244,970
Santa Clara	\$1,723,268	\$55,568	\$1,778,836
Santa Cruz	\$367,833	\$27,782	\$395,615
Shasta	\$1,181,592	\$55,568	\$1,237,160
Sierra	\$48,000	\$27,782	\$75,782
Siskiyou	\$209,579	\$27,782	\$237,361
Solano	\$989,810	\$27,782	\$1,017,592
Sonoma	\$1,290,727	\$27,782	\$1,318,509
Stanislaus	\$1,636,346	\$27,782	\$1,664,128
Sutter	\$305,470	\$27,782	\$333,252
Tehama	\$372,249	\$27,782	\$400,031
Trinity	\$75,746	\$27,782	\$103,528
Tulare	\$2,581,592	\$27,782	\$2,609,374
Tuolumne	\$234,138	\$27,782	\$261,920
Ventura	\$1,348,675	\$27,782	\$1,376,457
Yolo	\$960,837	\$27,782	\$988,619
Yuba	\$485,937	\$27,782	\$513,719
Total	\$138,082,500	\$4,417,500	\$142,500,000



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-224

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Health and Human Services Agency to Participate in the Flexible Family Supports and Home-Based Foster Care Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency as Required by the State (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Health and Human Services Agency to Participate in the Flexible Family Supports and Home-Based Foster Care Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency as Required by the State (Subject to Approval as to Legal Form by County Counsel).

The California Department of Social Services (CDSS) has made funding available to reimburse home-based foster care providers for respite care as well as to allow for the caregiver's and child's participation in enrichment activities that would not be otherwise possible to stabilize or enhance the child's foster care placement. Support for foster caregivers can reduce the need for changes in placements and increase life-long familial connections for youth in care. As HHSA does not currently have funding to support these activities, we are requesting to opt in to this funding. HHSA will receive reimbursement through our standard quarterly administrative claim.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is relatively new funding that HHSA has not previously accessed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this resolution is not approved, HHSA will not be able to access this funding, which will limit our ability to provide additional support to foster caregivers and youth.

FINANCIAL IMPACT

As this funding will be available for use through June 2026, it will be incorporated into the fiscal year budget in which we expect to expend it. No budget action is needed at this time.

ATTACHMENTS

1. ACL 23-02
2. CFL 23-24-28

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

January 1, 2023

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY LETTER NO. 23-02

The purpose of this All County Letter is to inform county child welfare agencies and juvenile probation departments of the Flexible Family Supports and Home-Based Foster Care funding provided by the Budget Act of 2022 ([Assembly Bill 179, Section 148, Provision 32, Chapter 249, Statutes of 2022](#)), and provide guidance regarding the instructions for counties to access the funding and associated reporting requirements.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

January 1, 2023

ALL COUNTY LETTER NO. 23-02

TO: ALL COUNTY WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL CHILD WELFARE SERVICES PROGRAM MANAGERS
ALL FOSTER CARE MANAGERS
ALL COUNTY WELFARE FISCAL OFFICERS

SUBJECT: FLEXIBLE FAMILY SUPPORTS AND HOME-BASED FOSTER CARE FUNDING

REFERENCE: [ASSEMBLY BILL 179, SECTION 148, PROVISION 32 \(CHAPTER 249, STATUTES OF 2022\)](#)

This All County Letter (ACL) provides counties with instructions and guidance regarding Flexible Family Supports and Home-Based Foster Care funding provided by [Assembly Bill \(AB\) 179](#), the Budget Act of 2022. The [AB 179](#) appropriated \$50 million General Fund in one-time funding, available for expenditure until June 30, 2025, for County Welfare Departments (CWD), County Probation Departments (CPD), and participating Tribes that elect to access the funds to increase home-based family care and provide additional resources to children and youth in foster care, and their foster caregivers¹.

The funding includes a five percent set-aside for participating Tribes.² The California Department of Social Services (CDSS) will consult with federally recognized Tribes in California regarding the procedures, allocations, and reporting requirements for accessing this funding. Following tribal consultation, CDSS will release additional programmatic guidance for participating Tribes that elect to access this funding.

¹ For the purpose of this letter, "foster caregiver" means relative caregivers, resource families, tribally approved homes, a home with a placement funded pursuant to [Welfare and Institutions Code \(WIC\) Section 11461.3](#), and the home of a relative or nonrelative extended family member, or extended family member as defined in [WIC Section 224.1](#) in the case of an Indian child, with an emergency placement pursuant to [WIC Sections 309, 319, 361.45](#), or [727.05](#), or a compelling reason placement pursuant to subdivision (e) of [WIC Section 16519.5](#).

² For the purpose of this letter, "participating Tribes" means those Tribes, consortia of Tribes, or Tribal Organizations that elect to access this funding and that have or will enter a state agreement pursuant to [WIC section 10553.1](#) or in accordance with 25 U.S.C. 1919.

Background and Additional Flexible Family Supports and Home-Based Foster Care Funding Information

Support for foster caregivers can reduce the need for changes in placements and increase life-long familial connections for children and youth in care. Flexible Family Supports and Home-Based Foster Care funding is intended to increase the use of home-based family care and provide increased support to children and youth to maintain these connections.

This funding is being made available to support children and youth placed with relative caregivers, resource families, tribally approved homes, a home with a placement funded pursuant to [WIC Section 11461.3](#), and the home of a relative or nonrelative extended family member, or extended family member as defined in [WIC Section 224.1](#) in the case of an Indian child, with an emergency placement pursuant to [WIC Sections 309, 319, 361.45](#), or [727.05](#), or a compelling reason placement pursuant to subdivision (e) of [WIC Section 16519.5](#). Funds can also be used for the purpose of making one of the family based placements possible for a child or youth who is currently in a more restrictive placement.

The [AB 179](#) mandates the funds to be used for the following:

1. Respite care.
2. Costs to facilitate a foster caregiver and child's participation in child and youth enrichment activities that are not covered by the caregiver-specific rate and that would stabilize the placement or enhance the child's well-being.

*** Note that "Extracurricular and enrichment activities" are activities that are designed to enhance the foster child or nonminor dependent's skills, abilities, self-esteem, relationships, and overall well-being and healing, and include, but are not limited to, the following: (A) Lessons or time spent engaging in music, dance, or drama. (B) Summer camp attendance (including travel and supplies or equipment). (C) Sports team or activity participation (including transportation and supplies or equipment). (D) Community activities. (E) Trips and excursions with or without peers, caregivers, and family. (F) Other age-appropriate activities, including hobbies and activities, chosen by the child or nonminor dependent that are provided in a formal or informal setting and provide healing and/or help the youth establish supportive relationships.

3. Supports to enable or continue a foster child's relative or nonrelative extended family member connections, which may include a child's tribe, tribal community, or tribal cultural events in the case of an Indian child.

***Note that it is important to maintain social and cultural connections to family and community, both when a child is placed with a relative/NREFM and when they are placed in another home-based setting. For example, support provided under this category may include transportation to enable the child or family member/extended family member to visit and participate in activities together.

4. Concrete costs associated with facilitating a placement with a relative or nonrelative extended family member, or extended family member as defined in [WIC Section 224.1](#) in the case of an Indian child, who otherwise would be unable to take the placement due to current housing arrangement limitations.

***Note that concrete costs include the provision of financial assistance, including assistance needed to expediently resolve a Corrective Action Plan or other home environment assessment issues (including, when necessary for the well-being of the child, moving costs when the caregiver needs to move to a larger home, e.g. to take in sibling sets).

5. For any other activities or direct supports and services that further the intent of this provision, as specified by the department in written instructions or as authorized by the department in response to a request for approval by the county.
 - If a county intends to use the funding for anything other than the items listed above (1-4) they must first submit a request to the CDSS via email to FFSFunding@dss.ca.gov and receive written authorization from CDSS prior to utilizing funds for their requested activity, support, or service. The request submitted via email shall include:
 - The name of the county contact.
 - The intended use of the funds and how using the funds in that manner will increase the use of home-based family care and/or increase the provision of services and supports to children in foster care and their foster caregivers.
 - The estimated amount of the funds allocated to the county that will be used for this activity/service.

Request for Funding Letter of Intent

All CWDs and CPDs must inform CDSS of their decision to elect to access the funding by submitting a Request for Funding Letter of Intent (Attachment I). Letters of Intent will be **accepted on a rolling basis through July 1, 2024**. Please refer to Attachment I for more detail. The CWDs and CPDs are not required to provide an estimate of anticipated spending for the specific allowable activities.

Please note: The Request for Funding Letter of Intent must be sent electronically to FFSFunding@dss.ca.gov.

Reporting Requirements

All CWDs and CPDs that elect to access this funding must submit an annual Reporting Requirements and Evaluation form (Attachment II) by July 31st of each year in which funds are claimed. The form must be filled out in its entirety and detail the outcomes achieved as a direct result of the funding claimed in the FY directly preceding the report. Please refer to Attachment II for more detail.

Please note: The annual Reporting Requirements and Evaluation form (Outcomes Report) must be sent electronically to FFSFunding@dss.ca.gov.

Funding Allocation and Claiming

The funding will be allocated by CDSS to participating CWDs and CPDs by January 2023. The funding is available for expenditure until June 30, 2025. The funding must supplement and not supplant any existing services and supports. Allocation and claiming County Fiscal Letters will be forthcoming.

Contacts

Any policy questions regarding this ACL should be directed to the Foster Caregiver Policy and Support Unit at (916) 651-7465 or via email at FFSFunding@dss.ca.gov. Questions concerning fiscal claiming should be directed to fiscal.systems@dss.ca.gov.

Sincerely,

Original Document Signed By

ANGIE SCHWARTZ
Deputy Director
Children and Family Services Division

Attachments

Flexible Family Supports and Home-Based Foster Care Request for Funding Letter of Intent

*This form is to be completed by counties that elect to access the funding. Letters of Intent will be **accepted on a rolling basis through July 1, 2024**. All funding expires on June 30, 2025, and all services using these funds must be encumbered by this date.*

County Name: _____

Indicate the primary contact regarding the request for funding.

Contact Name and Title: _____

Address: _____

Email Address: _____

Phone Number: _____

I. PROGRAM DETAIL: SERVICES AND SUPPORTS TO BE PROVIDED

In the Letter of Intent, please address the following:

- 1) If you have an existing program that provides additional services and supports to children, youth, and their foster caregivers, please describe your current program and how you will utilize the funding to enhance that program including the projected number of children/youth who will be served with these additional funds.
- 2) Describe your capacity to design and implement any additional services and supports through the Flexible Family Supports and Home-Based Foster Care funding to either your existing program(s) or to start a new program. Please include any steps that will need to be taken in order to maximize the use of the funding. For example, include items related to developing or finalizing formal partnerships with contractors.
- 3) Describe the county plans to provide financial assistance that will be available to support the expenses associated with securing and maintaining home-based placements (clothing, furniture, etc.). Counties should leverage community-based organizations (CBOs) for tangible items first.

II. COUNTY WELFARE DIRECTOR'S/CHIEF PROBATION OFFICER'S CERTIFICATION

I certify that the County will administer the Flexible Family Supports and Home-Based Foster Care funding pursuant to the conditions set forth by the California Department of

Social Services. I certify that the information completed above and attached is true and correct.

Director's/Chief's Name: _____

Signature: _____ Date: _____

REPORTING REQUIREMENTS AND EVALUATION FORM

Counties must submit this annual report to CDSS by July 31st for each fiscal year in which funds are claimed. The CDSS will send out a survey tool to collect the information below in March of each fiscal year.

- 1) Number of children/youth served.
- 2) Number of children/youth provided respite care.
- 3) Number of children/youth who participated in enrichment activities that are not covered by the caregiver-specific rate and that would stabilize the placement or enhance the child's well-being. Please describe enrichment activities.
- 4) Number of children/youth provided with supports to enable or continue a foster child's relative or nonrelative extended family member connections, which may include a child's tribe, tribal community, or tribal cultural events in the case of an Indian child. Please describe direct supports and/or services.
- 5) Number of children/youth provided with concrete costs associated with facilitating a placement with a relative or nonrelative extended family member, or extended family member as defined in Section 224.1 of the Welfare and Institutions Code in the case of an Indian child, who otherwise would be unable to take the placement due to current housing arrangement limitations. Please describe concrete costs.
- 6) Number of children/youth provided with any other activities or direct supports and services that further the intent of this provision, as specified by the department in written instructions or as authorized by the department in response to a request for approval by the county. Please describe direct supports and/or services.
- 7) Number of children/youth who could not be provided with additional services and supports. Please explain.
- 8) Describe how data and outcomes are or will be used to inform continuous quality improvement and/or any future plans to continue providing additional services and support.

November 27, 2023

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

COUNTY FISCAL LETTER NO. 23/24-28

This letter informs counties of the Fiscal Year 2023-24 Flexible Family Supports and Home-Based Foster Care General Fund (GF) planning allocation. A total of \$50.0 million GF is available based on the Budget Act of 2023. Of the budgeted amount, five percent (\$2.5 million) is set aside for participating Tribes. The balance of \$47.5 million in one-time funding is available for distribution to County Welfare Departments and County Probation Departments, as shown in the attachment. Individual letters will be released regarding funding for participating Tribes.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

November 27, 2023

COUNTY FISCAL LETTER (CFL) NO. 23/24-28

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY WELFARE FISCAL OFFICERS
ALL COUNTY CHILD WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL FEDERALLY RECOGNIZED TRIBES

SUBJECT: FISCAL YEAR 2023-24 FLEXIBLE FAMILY SUPPORTS FOR HOME-BASED FOSTER CARE GENERAL FUND PLANNING ALLOCATION

REFERENCE: [25 UNITED STATES CODE \(USC\) 1919](#)
[PUBLIC LAW \(PL\) 110-351](#)
[BUDGET ACT OF 2023 \(SENATE BILL \[SB\] 101 \[CHAPTER 12, STATUTES OF 2023\]\)](#)
WELFARE AND INSTITUTIONS CODE (W&IC) SECTIONS [224.1](#), [309](#),
[319](#), [361.45](#), [628](#), [727.05](#), [10553.1](#), [11461.3](#), AND [16519.5](#)
[ALL COUNTY LETTER \(ACL\) NO. 23-02, DATED JANUARY 1, 2023](#)
[CFL NO. 22/23-51, DATED JANUARY 25, 2023](#)
[CFL NO. 22/23-42, DATED DECEMBER 29, 2022](#)
[CFL NO. 21/22-31, DATED NOVEMBER 15, 2021](#)

This letter informs counties of the Fiscal Year (FY) 2023-24 Flexible Family Supports and Home-Based Foster Care General Fund (GF) planning allocation. A total of \$50.0 million GF is available based on the Budget Act of 2023. Of the budgeted amount, five percent (\$2.5 million GF) is set aside for participating Tribes. For this letter, "participating Tribes" means those Tribes, consortia of Tribes, or Tribal Organizations that elect to access this funding and that have or will enter a state agreement pursuant to [W&IC section 10553.1](#) or in accordance with [25 USC 1919](#). The balance of \$47.5 million GF in one-time funding is available for distribution to County Welfare Departments (CWDs) and County Probation Departments (CPDs), as shown in the attachment. Individual letters will be released regarding funding for participating Tribes.

Background

The Budget Act of 2023 makes available \$50.0 million GF in one-time funding to support children and youth placed with relative caregivers, resource families, tribally approved homes, a home with a placement funded pursuant to [W&IC Section 11461.3](#), and the home of a relative or nonrelative extended family member, or extended family member as defined in [W&IC Section 224.1](#) in the case of an Indian child, with an emergency placement pursuant to W&IC Sections [309](#), [319](#), [361.45](#), or [727.05](#), or a compelling reason placement pursuant to subdivision (e) of [W&IC Section 16519.5](#). These funds are in addition to the \$50.0 million GF in one-time funding allocated during FY 2022-23 as displayed in [CFL No. 22/23-42](#).

The [SB 101](#) mandates the funds to be used for the following:

- Respite care.
- Costs to facilitate a foster caregiver's and child's participation in child and youth enrichment activities that are not covered by the caregiver-specific rate and that would stabilize the placement or enhance the child's well-being.
- Supports to enable or continue a foster child's relative or nonrelative extended family member connections, which may include a child's tribe, tribal community, or tribal cultural events in the case of an Indian child.
- Concrete costs associated with facilitating a placement with a relative or nonrelative extended family member, or extended family member as defined in [W&IC Section 224.1](#) in the case of an Indian child, who otherwise would be unable to take the placement due to current housing arrangement limitations.

If a county intends to use the funding for anything other than the items listed above, a request must be submitted to the California Department of Social Services (CDSS) via email to FFSFunding@dss.ca.gov in accordance with the instructions provided in [ACL No. 23-02](#). The [ACL No. 23-02](#) provides additional background information, Request for Funding Letter of Intent, Reporting Requirements, and Flexible Family Supports and Home-Based Foster Care allowable activities.

Participation

All CWDs and CPDs must inform the CDSS of their decision to opt into the program and access the funding by submitting a Request for Funding Letter of Intent by July 1, 2024, as stated in [ACL No. 23-02](#). The Request for Funding Letter of Intent must be sent electronically to caregiversforyouth@dss.ca.gov.

Counties that opt to participate in the program will be able to receive this funding beginning in FY 2023-24 pending an approved Request for Funding Letter of Intent. Please note that counties are only required to submit a Request for Funding Letter of Intent once to receive access to these funds as well as the funds allocated in

[CFL No. 22/23-42](#). Funds for counties that choose not to opt in will be reallocated to participating counties and Tribes in a forthcoming final CFL.

Allocation

The attachment displays the planning allocations for all counties. A final allocation distribution will be provided in a forthcoming CFL after the opt-in deadline outlined in [ACL No. 23-02](#) has passed. The CDSS will redistribute the planning allocation of any counties or Tribes that choose not to participate to the remaining participating counties or Tribes. The total one-time funding for participating counties and Tribes will be available for expenditure until June 30, 2026.

CWDs

Approximately \$46.6 million GF is distributed to CWDs based on each county's percentage of the total statewide four-quarter point-in-time average number of child welfare agency foster care placements, ages 0-18 years, during July 1, 2022, through April 1, 2023, taken from the California Child Welfare Indicators Project (CCWIP). A minimum floor adjustment ensures each CWD receives \$2,500 GF.

CPDs

\$855,000 GF is distributed to CPDs based on each county's percentage of the total statewide four-quarter point-in-time average number of probation agency foster care placements, ages 0-18 years, during July 1, 2022, through April 1, 2023, taken from the CCWIP. A minimum floor adjustment ensures each CPD receives \$2,500 GF.

Claiming

Program Codes (PCs) in this letter have been updated to reflect the County Expense Claim Reporting Information System (CECRIS) PC format. Please refer to [CFL No. 21/22-31](#) for more information regarding the transition to CECRIS. The following PCs are available for counties to claim administrative and implementation costs associated with Flexible Family Supports and Home-Based Foster Care to CECRIS:

CWDs

The Flexible Family Supports and Home-Based Foster Care allocation for CWDs is tracked to Ledger 209 – FLEXIBLE FAMILY SUPPORTS & HOME-BASED FC - CWD. Allowable costs should be claimed to PC 1060 (CWD – FLEXIBLE FAMILY SUPPORTS & HOME-BASED FC). Costs claimed in excess of the Flexible Family Supports and HBFC allocation will be shifted to State Use Only (SUO) 1057 (SUO – FLEXIBLE FAMILY SUPPORTS & HOME-BASED FC - CWD Overmatch [O/M]) and funded at 100 percent county-only funds.

CPDs

The Flexible Family Supports and Home-Based Foster Care allocation for CPDs is tracked to Ledger 210 - FLEXIBLE FAMILY SUPPORTS & HOME-BASED FC – CPD. Allowable costs should be claimed to PC 1061 (CPD - FLEXIBLE FAMILY SUPPORTS & HOME-BASED FC). Costs claimed in excess of the Flexible Family Supports and HBFC allocation will be shifted to SUO 1056 (SUO FLEXIBLE FAMILY SUPPORTS & HOMEBASED FC - CPD O/M) and funded at 100 percent county-only funds.

Further claiming information can be found in [CFL No. 22/23-51](#).

Closeout

After June 30, 2026, any unspent funds that have been allocated to participating counties and Tribes will be redistributed to those participating counties and Tribes to cover costs that exceeded their allocation during the close-out process. Please note that any unspent funds allocated to counties will be redistributed to participating counties, while any unspent funds allocated to Tribes will be redistributed to participating Tribes. If there are any unspent funds remaining after redistributing to participating Tribes, those funds will then be redistributed to counties in an effort to maximize the funding.

For program-related questions, please contact the Foster Caregiver Policy and Support Unit at (916) 651-7465 or FFSFunding@dss.ca.gov. Questions regarding this allocation should be directed to fiscal.systems@dss.ca.gov.

Sincerely,

Original Document Signed By:

NATHAN HART, Chief
Financial Management Branch
Finance and Accounting Division

Attachment

**FISCAL YEAR 2023-24 FLEXIBLE FAMILY SUPPORTS
FOR HOME-BASED FOSTER CARE GENERAL FUND
PLANNING ALLOCATION FOR COUNTY WELFARE DEPARTMENTS
AND COUNTY PROBATION DEPARTMENTS**

COUNTY	COUNTY WELFARE DEPARTMENTS	COUNTY PROBATION DEPARTMENTS	TOTAL ALLOCATION
Alameda	\$913,167	\$72,107	\$985,274
Alpine	\$2,500	\$2,500	\$5,000
Amador	\$43,051	\$2,500	\$45,551
Butte	\$459,988	\$2,500	\$462,488
Calaveras	\$79,293	\$2,500	\$81,793
Colusa	\$32,276	\$2,500	\$34,776
Contra Costa	\$582,332	\$16,429	\$598,761
Del Norte	\$98,836	\$3,650	\$102,486
El Dorado	\$129,200	\$4,563	\$133,763
Fresno	\$2,380,260	\$31,946	\$2,412,206
Glenn	\$53,825	\$2,500	\$56,325
Humboldt	\$296,553	\$4,563	\$301,116
Imperial	\$320,061	\$2,738	\$322,799
Inyo	\$23,508	\$2,500	\$26,008
Kern	\$1,808,703	\$94,012	\$1,902,715
Kings	\$302,430	\$11,866	\$314,296
Lake	\$98,836	\$3,650	\$102,486
Lassen	\$48,928	\$2,738	\$51,666
Los Angeles	\$16,178,413	\$207,197	\$16,385,610
Madera	\$238,809	\$3,650	\$242,459
Marin	\$73,415	\$6,389	\$79,804
Mariposa	\$18,610	\$2,500	\$21,110
Mendocino	\$212,364	\$2,500	\$214,864
Merced	\$578,414	\$5,476	\$583,890
Modoc	\$18,610	\$2,500	\$21,110
Mono	\$5,877	\$2,500	\$8,377
Monterey	\$202,615	\$8,215	\$210,830
Napa	\$71,456	\$8,215	\$79,671
Nevada	\$38,154	\$2,500	\$40,654
Orange	\$2,246,210	\$20,081	\$2,266,291
Placer	\$173,231	\$3,650	\$176,881
Plumas	\$22,529	\$2,500	\$25,029
Riverside	\$3,132,930	\$38,335	\$3,171,265
Sacramento	\$1,402,540	\$52,939	\$1,455,479
San Benito	\$30,317	\$2,500	\$32,817
San Bernardino	\$5,292,991	\$42,899	\$5,335,890
San Diego	\$1,941,821	\$36,510	\$1,978,331
San Francisco	\$497,209	\$18,255	\$515,464
San Joaquin	\$1,215,597	\$20,994	\$1,236,591
San Luis Obispo	\$209,472	\$8,215	\$217,687
San Mateo	\$101,774	\$2,500	\$104,274
Santa Barbara	\$345,481	\$5,476	\$350,957
Santa Clara	\$534,383	\$12,778	\$547,161
Santa Cruz	\$120,385	\$10,041	\$130,426
Shasta	\$426,732	\$10,041	\$436,773
Sierra	\$6,857	\$2,500	\$9,357
Siskiyou	\$84,189	\$2,500	\$86,689
Solano	\$332,747	\$8,215	\$340,962
Sonoma	\$460,968	\$2,500	\$463,468
Stanislaus	\$619,553	\$10,953	\$630,506
Sutter	\$105,692	\$2,500	\$108,192
Tehama	\$136,056	\$2,500	\$138,556
Trinity	\$19,590	\$2,500	\$22,090
Tulare	\$906,310	\$2,500	\$908,810
Tuolumne	\$82,231	\$2,500	\$84,731
Ventura	\$433,589	\$5,476	\$439,065
Yolo	\$285,779	\$2,500	\$288,279
Yuba	\$167,353	\$2,738	\$170,091
Total	\$46,645,000	\$855,000	\$47,500,000



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-225

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Public Health Emergency Preparedness (PHEP) for Fiscal Year 23/24 (\$66,507) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Public Health Emergency Preparedness (PHEP) for Fiscal Year 23/24 (\$66,507) (4/5ths Vote Required).

This revenue represents unspent funding from the prior Fiscal Year (2022-2023) which the State recently approved that we may carry forward \$66,507 to the current Fiscal Year 2023-2024. This funding was not spent in the prior year due to the vacancy of the Public Health Emergency Response Coordinator position within the Public Health Emergency Preparedness (PHEP) Grant.

This Budget Action will allocate \$66,507 to the Public Health Emergency Preparedness (PHEP) Grant Fiscal Year 23/24 operating budget for improving internet communications for field staff and improved communications during emergencies at the Emergency Operations Center (EOC) and provides training and professional services related to emergency preparation, planning and response capabilities within our county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors routinely approves Budget Actions utilizing carry-forward funding

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this rollover funding

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3402-401.

ATTACHMENTS

1. FY 2324 PHEP Budget Action CF

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3402	401	45135	PHEP/State Revenue		(66,507)	
3402	401	60111	Training/Seminars		9,720	
3402	401	60213	Office Supplies		9,241	
3402	401	60301	Professional Services		3,681	
3402	401	60411	Telephone/Internet		8,870	
3402	401	70211	General Equip		34,995	
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 5/20/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____	AUDITOR'S USE ONLY BA # _____



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-226

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for DMC-ODS Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for DMC-ODS Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Mariposa County Health and Human Services Agency (HHS) strongly recommends approving the Memorandum of Understanding (MOU) between Mariposa County Behavioral Health and Recovery Services (MCBHRS) and The Central California Alliance for Health (CCAH). This MOU aims to ensure that Medi-Cal beneficiaries enrolled in CCAH, who are served by MCBHRS, can seamlessly access, and receive Drug Medi-Cal Organized Delivery System (DMC-ODS) services. The process and requirements outlined in the MOU emphasizes continuous evaluation of care coordination efforts.

The Memorandum of Understanding (MOU) is a mandatory requirement set forth by the California Department of Health Care Services (DHCS). Behavioral Health Information Notice (BHIN) number 23-056 outlines the requirement for MCBHRS to enter into an MOU with each Managed Care Plan (MCP) in their respective County. The MOU is intended to be an effective vehicle to clarify roles and responsibilities between MCBHRS and CCAH, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination and improve referral processes between the parties. Additionally, the MOU is intended to improve transparency and accountability by setting forth the obligations of each party as it relates to service of care delivery and coordination, so that each party is aware of what the other party is required to do.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County and CCAH initiated discussions about feasibility and partnership in 2012. Mariposa County reached out to CCAH to express interest in exploring collaboration for expanding CCAH's County Organized Health System Medi-Cal MCP services. CCAH's track record of successful operations in the region, coupled with its commitment to accessibility, quality, member engagement, and provider support, has piqued the County's interest in working closely together.

The Mariposa County Board of Supervisors took significant steps in healthcare management. On September 28th, 2021, they adopted Ordinance 2021-ORD-1166, which introduced Chapter 2.114 to

Title 2 of the Mariposa County Code. This chapter is titled the 'Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission'.

Earlier, on April 20th, 2021, the Board approved the submission of a Letter of Intent in collaboration with CCAH (Central California Alliance for Health). The purpose was to transition the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model.

Subsequently, on August 10, 2021, the Board engaged in a discussion with Stephanie Sonnenshine, CEO of CCAH, to delve into the details of this transition. They outlined the necessary steps for implementing the new health plan.

Finally, on October 3rd, 2023, the Board of Supervisors voted to approve a sub-lease agreement between the Health and Human Services Agency (HHS) and CCAH. This agreement pertains to office space at HHS.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed DMC-ODS services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

There is no financial impact to the County Budget.

ATTACHMENTS

1. CCAH and DMC-ODS-V1

ATTACHMENT D:

MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

Memorandum of Understanding
between Central California Alliance for Health and Mariposa County Behavioral
Health and Recovery Services *DMC-ODS*

This Memorandum of Understanding (“MOU”) is entered into by and between Central California Alliance for Health (“MCP”) and Mariposa County Behavioral Health and Recovery Services DMC-ODS, a (“DMC-ODS”), effective as of 1/1/2024. DMC-ODS, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter (“APL”) 22-005 and subsequently issued superseding APLs, and DMC-ODS is required to enter into this MOU under the DMC-ODS Intergovernmental Agreement Exhibit A, Attachment I, Behavioral Health Information Notice (“BHIN”) 23-001, 23-057 and any subsequently issued superseding BHINs, to ensure that Medi-Cal Members enrolled in MCP who are served by DMC-ODS (“Members”) are able to access and/or receive substance use disorder (“SUD”) services in a coordinated manner from MCP and DMC-ODS;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

- 1. Definitions.** Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the California Department of Health Care Services (“DHCS”), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.
 - a. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with DMC-ODS and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.
 - b. “MCP-DMC-ODS Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and DMC-ODS as described in Section 4 of this MOU. The MCP-DMC-ODS Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with

Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

- c. “DMC-ODS Responsible Person” means the person designated by DMCODS to oversee coordination and communication with MCP and ensure DMC-ODS compliance with this MOU as described in Section 5 of this MOU.
- d. “DMC-ODS Liaison” means DMC-ODS’s designated point of contact responsible for acting as the liaison between MCP and DMC-ODS as described in Section 5 of this MOU. The DMC-ODS Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC-ODS Responsible Person and/or DMC-ODS compliance officer as appropriate.
- e. “Network Provider”, as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.
- f. “Subcontractor” as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMCODS, has the same meaning ascribed by the DMC-ODS Intergovernmental Agreement with the DHCS.
- g. “Downstream Subcontractor”, as it pertains to MCP, has the same meaning ascribed by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to DMC-ODS, means a subcontractor of a DMC-ODS Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three years as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between DMC-ODS and MCP for the provision of SUD services as described in APL 22-006, and any subsequently issued superseding APLs, and Medi-Cal Managed Care Contract, BHIN 24-001, DMC-ODS Requirements for the Period of 2022-2026, and the DMCODS Intergovernmental Agreement, and any subsequently issued superseding APLs, BHINs, executed contract amendments, or other relevant guidance.

4. MCP Obligations.

- a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP’s Network Providers and other providers of carve-out programs, services, and benefits.

- b. **Oversight Responsibility.** The Behavioral Health Director, Shaina Zurlin, the designated MCP Responsible Person, listed on Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:
- i. Meet at least quarterly with DMC-ODS, as required by Section 9 of this MOU;
 - ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;
 - iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;
 - iv. Ensure the appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from DMC-ODS are invited to participate in the MOU engagements, as appropriate;
 - v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and
 - vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC-ODS Liaison, the point of contact and liaison with DMC-ODS. The MCP-DMC-ODS Liaison is listed in Exhibit A of this MOU. MCP must notify DMC-ODS of any changes to the MCP-DMC-ODS Liaison in writing as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change
- c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. DMC-ODS Obligations.

- a. **Provision of DMC-ODS Services.** DMC-ODS is responsible for providing or arranging covered SUD services.
- b. **Oversight Responsibility.** The Deputy Director Sheila Baker, the designated DMC-ODS Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing DMC-ODS's compliance with this

MOU. The DMC-ODS Responsible Person serves, or may designate a person to serve, as the designated DMC-ODS Liaison, the point of contact and liaison with MCP. The DMC-ODS Liaison is listed on Exhibit B of this MOU. The DMC-ODS Liaison may be the same person as the DMC-ODS Responsible Person. DMC-ODS must notify MCP of changes to the DMC-ODS Liaison as soon as reasonably practical but no later than the date of change. The DMC-ODS Responsible Person must:

- i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;
 - ii. Report on DMC-ODS compliance with the MOU to DMC-ODS' compliance officer no less frequently than quarterly. The compliance officer is responsible for MOU compliance oversight and reports as part of DMC-ODS's compliance program and must address any compliance deficiencies in accordance with DMC-ODS's compliance program policies;
 - iii. Ensure there is sufficient staff at DMC-ODS to support compliance with and management of this MOU;
 - iv. Ensure the appropriate levels of DMC-ODS leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;
 - v. Ensure training and education regarding MOU provisions are conducted annually for DMC-ODS's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and
 - vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC-ODS, and reporting to the DMC-ODS Responsible Person.
- c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** DMC-ODS must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

- a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what

services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within 60 working days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC-ODS services to their contracted providers.

- b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by DMC-ODS.
- c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and DMC-ODS services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. Screening and Assessment

- i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC-ODS services. ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment (“SABIRT”) to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:
 - 1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines;
 - 2. A process for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings;

b. Referral Process.

- i. The Parties must facilitate referrals to DMC-ODS for Members who may potentially meet the criteria to access DMC-ODS services

and ensure DMC-ODS has procedures for accepting referrals from MCP.

- ii. MCP must refer Members using a patient-centered, shared decision-making process
- iii. MCP must develop and implement an organizational approach to the delivery of services and referral pathways to DMC-ODS services.
- iv. MC-ODS must refer Members to MCP for Covered Services, as well as any Community Supports services or care management programs for which they may qualify, such as Enhanced Care Management (“ECM”) or Complex Case Management (“CCM”). If DMC-ODS is an ECM Provider, DMC-ODS provides ECM services pursuant to that separate agreement between MCP and DMC-ODS for ECM services; this MOU does not govern DMC-ODS’s provision of ECM.
- v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive SUD services when Members have co-occurring SMHS and/or NSMHS and SUD needs.
- vi. MCP must have a process by which MCP accepts referrals from DMC-ODS staff, providers, or a self-referred Member for assessment, makes a determination of medical necessity for the Member to receive DMC-ODS Covered Services, and provides referrals within the DMC-ODS provider network; and
- vii. DMC-ODS must have a process by which DMC-ODS accepts referrals from MCP staff, providers, or a self-referred Member for assessment, and a mechanism for communicating such acceptance to MCP, the provider, or the self-referred Member, respectively.

c. Closed Loop Referrals.

- i. By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide¹, APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and DMC-ODS comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. Care Coordination and Collaboration.

a. Care Coordination

- i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.
- ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.
- iii. MCP must have policies and procedures in place to maintain cross-system collaboration with DMC-ODS and to identify strategies to monitor and assess the effectiveness of this MOU.
- iv. The Parties must implement policies and procedures that align for coordinating Members' care that address:
 - 1. The requirement for DMC-ODS to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;
 - 2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;
 - 3. A process for how MCP and DMC-ODS will engage in collaborative treatment planning to ensure care is clinically appropriate and nonduplicative and considers the Member's established therapeutic relationships;
 - 4. A process for coordinating the delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
 - 5. A process for how MCP and DMC-ODS will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;
 - 6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;
 - 7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and

8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. Transitional Care.

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC-ODS will coordinate transitional care services for Members. A “transitional care service” is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home- or community-based settings,² level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.
2. For Members who are admitted for residential SUD treatment, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities where DMC-ODS is the primary payer, DMC-ODS is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC-ODS, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,³ including, but not limited to:
 - a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC-ODS in accordance with Section 11(a)(iii) of this MOU;
 - b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);
 - c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;
 - d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;

- e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and
 - f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.⁴
- 3. The Parties must include in their policies and procedures
 - a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC-ODS services;
- 4. For inpatient residential SUD treatment provided by DMCODS or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.
- vi. **Clinical Consultation.** The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.
- vii. **Enhanced Care Management.**
 - 1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:
 - a. That MCP prioritize assigning a Member to a DMCODS Provider as the ECM Provider if the Member receives DMC-ODS services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions; and
 - b. That the Parties implement a process for DMC-ODS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.
 - 2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC-ODS care coordination. Members receiving

DMC-ODS care coordination can also be eligible for and receive ECM.

3. A process specifying how DMC-ODS will make referrals for Members eligible for or receiving Community Supports.

viii. **Community Supports.**

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC-ODS protocols;
2. Identification of the Community Supports covered by MCP; and
3. A process specifying how DMC-ODS will make referrals for Members eligible for or receiving Community Supports.

- ix. **Prescription Drugs.** The Parties must develop a process for coordination between MCP and DMC-ODS for prescription drug and laboratory, radiological, and radioisotope service procedures, including a process for referring.

9. Quarterly Meetings.

- a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly, in order to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case specific concerns, and communicating with others within their organizations about such activities. These meetings may be conducted virtually.
- b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties’ obligations under the Medi-Cal Managed Care Contract, the DMC-ODS Intergovernmental Agreement, and this MOU.
- c. The Parties each must invite the other Party’s Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties’ Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.
- d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.
- e. **Local Representation.** MCP must participate, as appropriate, at meetings or engagements to which MCP is invited by DMC-ODS, such as local county meetings, local community forums, and DMC-ODS engagements, to collaborate with DMC-ODS in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information (“PHI”) for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.⁵

- a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC-ODS must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; maintaining the confidentiality of exchanged information and data; and obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed-upon by the Parties are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member’s health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC-ODS and MCP must establish policies and procedures to implement the following with regard to information sharing:
 - i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC-ODS Provider is serving as an ECM Provider;

- ii. A process for DMC-ODS to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;
 - iii. A process for DMC-ODS to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC-ODS (e.g., residential SUD treatment facilities, residential SUD withdrawal management facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);
 - iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., DMC-ODS alerts MCP of uses of SUD crisis intervention); and
 - v. A process for MCP to send admission, discharge, and transfer data to DMC-ODS when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for DMC-ODS to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).
- b. **Behavioral Health Quality Improvement Program.** If DMC-ODS is participating in the Behavioral Health Quality Improvement Program, then MCP and DMC-ODS are encouraged to execute a DSA. If DMC-ODS and MCP have not executed a DSA, DMC-ODS must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.
- c. **Interoperability.** MCP and DMC-ODS must exchange data in compliance with the payer-to-payer data exchange requirements pursuant to 45 Code of Federal Regulations Part 170. MCP must make available to Members their electronic health information held by the Parties and make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and DMC-ODS's respective websites pursuant to 42 Code of Federal Regulations Section 438.242(b) and 42 Code of Federal Regulations Section 438.10(h). The Parties must comply with DHCS interoperability requirements set forth in APL 22-026 and BHIN 22-068, or any subsequent version of the APL and BHIN, as applicable.

12. Dispute Resolution.

- a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the

Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and DMC-ODS must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

- b. Unless otherwise determined by the Parties, the DMC-ODS Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.
- c. MCP must monitor and track the number of disputes with DMC-ODS where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.
- d. Until the dispute is resolved, the following provisions must apply:
 - i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or
 - ii. When the dispute concerns MCP's contention that DMC-ODS is required to deliver SUD services to a Member and DMC-ODS has incorrectly determined the Member's diagnosis to be a diagnosis not covered by DMC-ODS, MCP must manage the care of the Member under the terms of its contract with the State, including providing or arranging and paying for those services until the dispute is resolved.
 - iii. When the dispute concerns DMC-ODS's contention that MCP is required to deliver physical health care-based treatment, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose, DMC-ODS is responsible for providing or arranging and paying for those services until the dispute is resolved.
- e. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC-ODS who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC-ODS cannot provide any service, financial aid, or other benefit, to an individual that is

different, or is provided in a different manner, from that provided to others provided by DMC-ODS.

14. General.

- a. **MOU Posting.** MCP and DMC-ODS must each post this executed MOU on its website.
- b. **Documentation Requirements.** MCP and DMC-ODS must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and DMC-ODS Intergovernmental Agreement. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.
- c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.
- d. **Delegation.** MCP and DMC-ODS may delegate its obligations under this MOU to
a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.
- e. **Annual Review.** MCP and DMC-ODS must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and DMC-ODS must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

- f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the MediCal Managed Care Contract, DMC-OS Intergovernmental Agreement, any subsequently issued superseding APL, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.
- g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.
- h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC-ODS and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC-ODS nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.
- i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.
- j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP
Central California Alliance for Health

SUBCONTRACTOR
Carelon Behavioral Health of
California, Inc.

Signature:
Name: Sara Grant
Title: Senior Contracts Analyst
Notice Address:

Signature:
Name: Briana Duffy
Title: Subcontractor Signatory
Notice Address:

MHP
COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

MHP
COUNTY OF MARIPOSA
COUNTERSIGNED:
(Government Code §25103)

MHP
COUNTY OF MARIPOSA
APPROVED AS TO FORM:

Signature:
Name: Danielle Bondshu
Title: Clerk of the Board

Signature:
Name: Steven W. Dahlem
Title: County Counsel

Exhibits A

MCP Responsible Party -

Name: Shaina Zurlin

Title: Behavioral Health Director

Contact: szurlin@ccah-alliance.org

MCP Liaison -

Name: Julie Norton

Title: Behavioral Health Program Manager

Contact: jnorton@ccah-alliance.org

Exhibit B

DMC-ODS Responsible Party -

Name: Sheila Baker

Title: Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director

Contact: sbaker@mariposacounty.org

DMC-ODS Liaison -

Name: Sylena Schendel

Title: Administrative Analyst – Substance Use Disorder Quality Assurance Supervisor

Contact: sschendel@mariposacounty.org

Exhibit C
Data Elements

[The Parties may agree to additional data elements to incorporate and/or include a Data Sharing Agreement between the Parties.]



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-227

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the First Amendment to the Agreement for Gateway Enhancements with Atlas Labs, Inc., Adjusting the Scope of Work for Gateway Enhancement Design for the Mariposa Gateway Enhancement Project; Extending the Term of the Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment to the Agreement for Gateway Enhancements with Atlas Labs, Inc., Adjusting the Scope of Work for Gateway Enhancement Design for the Mariposa Gateway Enhancement Project; Extending the Term of the Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Under the agreement made on August 23rd, 2022 for Gateway Enhancement Design, Atlas Labs, Inc. and their subcontractors have conducted community outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks are currently being completed by a general contractor selected through a public bidding process. This agreement is being amended by adjusting the Scope of Work to accommodate changes to the design of the Gateway Elements. This amendment will also extend the term of the agreement by one month, from May 31st, 2024 to June 28th, 2024 to ensure Atlas can manage the construction through to completion.

BACKGROUND AND HISTORY OF BOARD ACTIONS

August 10th, 2022 - RES 2022-350: Rescind Resolution 2022-219; Approve the Final Cooperative Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

August 23rd, 2022 - RES 2022-490: Approve an Agreement with Atlas Lab, Inc. to Produce the Gateway Enhancement Elements in an Amount Not to Exceed \$150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

June 20th, 2023 - RES 2023-347: Adopt a Resolution to Approve the Design of the Mariposa Gateway Elements

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the amendment is not approved, the Scope of Work will not align with the work completed, and

Atlas Labs will not be able to manage the project through completion, which would result in County staff using their time to manage the construction.

FINANCIAL IMPACT

This project is fully funded by a Caltrans Clean California Grant so this project has is no impact on the General Fund.

ATTACHMENTS

1. **Original Resolution and Agreement**
2. **Amendment**

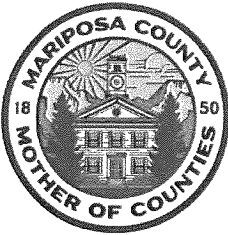
VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

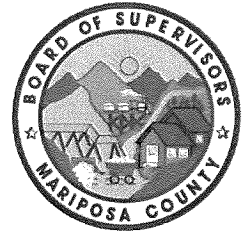
SECONDER: District III Supervisor Danette Toso

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



MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED 2022-490

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Consultant Contract for Gateway Enhancement Elements

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Atlas Lab, Inc. to Produce the Gateway Enhancement Elements in an Amount Not to Exceed \$150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

In June 2022, RES 2022-350 approved the final cooperative agreement with Caltrans, which was needed to accept the portion of these grant funds that are earmarked for gateway elements. That funding, \$850,000 (\$700,000 for construction and \$150,000 for consultant services), will be used to install gateway elements, such as public art, signage, and other similar features, on the Caltrans right-of-way in the Town of Mariposa.

These elements will be the subject of an extensive community engagement process throughout the fall/winter of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and

implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The general contractor responsible for implementing the work would be contracted to the County, and managed/overseen by Atlas Lab in their capacity construction contract administrator.

Note that the Caltrans grant funding also supports the installation of at least two murals on privately owned property in the Town of Mariposa that relate to the themes, materials, and other aesthetic qualities of the gateway elements. However, the murals will be subject to a separate agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2022-350: Rescind Resolution 2022-219; Approve the Final Cooperative Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in significant delays to this project.

FINANCIAL IMPACT:

No fiscal impact to the County General Fund as expenses incurred will be paid from grant funds. The budget action for this is included in Board Item 13259.

ATTACHMENTS:

220804 Professional Services Agreement (DOC)

220804 Sole Source Memo (DOCX)

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, Miles Menetrey

.AGREEMENT FOR GATEWAY ENHANCEMENTS

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Atlas Lab, Inc. ("Designer"), a landscape architecture, urban design and public art practice, 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 the date first hereinabove written and shall continue until all authorized work is approved by County or 4/25/2024, whichever is earlier.

2. SERVICES

Designer shall perform gateway enhancement design as described in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. Designer shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Designer shall be compensated for services performed in an amount not to exceed \$150,000 as set forth in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Designer within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Designer shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Designer 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 Designer, 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 Designer 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 Designer's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Designer 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 Designer. 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 Designer 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 Designer'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, Designer's insurance coverage shall be primary insurance with respect to Designer'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 Designer'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: Designer hereby grants to County a waiver of any right to subrogation which any insurer of said Designer may acquire against County by virtue of the payment of any loss under such insurance. Designer 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 Designer 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: Designer 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 Designer'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: Designer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Designer 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, Designer 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 attorneys' fees, resulting from all negligent or wrongful acts or omissions of Designer or its officers, agents, or employees in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Designer 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 Designer or any employee or agent of Designer. Both parties acknowledge that Designer is not an employee for state or federal tax purposes. Designer 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 Designer or any employee, agent, or subcontractor of Designer 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, Designer shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Designer 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 Designer is not County's employee, Designer is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Designer's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Designer;
- c. County will not withhold state or federal income tax from payment to Designer;

- d. County will not make disability insurance contributions on behalf of Designer;
- e. County will not obtain workers' compensation insurance on behalf of Designer.

9. AUDITS AND INSPECTIONS

Designer 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. Designer shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Designer's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Designer 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 Designer 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 Designer 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 Designer shall be given to the persons representing the respective parties at the following addresses:

DESIGNER:

Kimberly Garza
Atlas Lab, Inc.
1610 R Street, Suite 300
Sacramento, CA 95811

COUNTY:

Mikey Goralnik
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

Designer shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Designer's performance under this Agreement. Specifically, Designer 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

Designer 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 Designer 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, Designer 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 90 calendar days' written notice to the other party. Upon termination for convenience, Designer shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Designer 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 Designer. The termination date shall be the effective five (5) days after Designer's receipt of written notice of default, and Designer's failure to cure within such period. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Designer shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work + Cost Proposal." In addition, Designer understands and agrees that County may, in County's sole discretion, refuse to pay Designer for

that portion of Designer's services which were performed by Designer prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any 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 Designer as a material inducement to enter into this Agreement. Designer 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 Designer'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 Designer of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Designer or to furnish any other considerations under this Agreement except for services rendered prior to such termination, which shall be paid within 30 days of receipt of final approved invoice, and Designer shall not be obligated to perform any provisions of this Agreement. Designer'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 Designer for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Designer to reflect the reduced amount.

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

COUNTY OF MARIPOSA

7AD59CS8593

ZorraSign

Rosemarie Smallcombe, Chair
Board of Supervisors

DESIGNER

7AD59CS85A7

ZorraSign

Kimberly Garza, Principal
Atlas Lab, Inc.

COUNTERSIGNED:
(Government Code §25103)

7AD59CS859D

ZorraSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7AD59CS8589

ZorraSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK + COST PROPOSAL

1. Project Approval + Environmental Document (PA/ED): \$50,000

The initial component of the scope of work entails preliminary and conceptual design necessary to secure approval from Caltrans; initiate the environmental review and permitting process; and solicit input from the community on the gateway elements. Note that, due to the highly visible nature of the gateway elements, substantial community design and stakeholder engagement is anticipated for this project.

Tasks to be included in this phase:

- Conduct Team Design Charette (in-person) to kick off concept design
- Develop Draft Concept(s), including:
 - Identify potential locations of the gateway elements
 - Determine rough physical characteristics of the gateway elements, including massing, height, and similar
 - Other proposed improvements including hardscape, walls, signage, planting, and irrigation
- Package Draft Concept(s) for community review and feedback, engagement effort to be led by MCACI, and for Caltrans review and approval
- Determine community preferences for thematic, aesthetic, and functional components of the gateway elements

Deliverables:

- Site topographic survey and Caltrans planning document review
- Draft Concept(s) for Caltrans review and approval
- Cost estimate assessment
- Summary of Findings and Next Steps, based on community and Caltrans feedback
- Revised Concept Design per community and Caltrans feedback

2. Plans, Specifications, and Estimates (PSE): \$50,000

The second component of the scope of work entails the construction documentation necessary to complete the environmental review process and finalize the construction contract package, based on the final concept design. This could include, among other necessary deliverables to be determined based on the final gateway elements, plan, section, and/or axonometric view drawings that communicate the following elements of the design:

- Layout and design details for gateway elements and associated hardscape elements including pedestrian and vehicular pavements, low walls, signage, and other site elements as identified on the final concept design
- Planting plans and details including trees, shrubs, vines, and ground cover locations with a plant list that includes plant names, sizes, and spacing
- Irrigation plans and details identifying location and size of irrigation service, mainline and electrical routing, valve types and locations, and irrigation

emitter/tubing/head layout. ATLAS services include system design and layout downstream of new irrigation service, documented on Civil plans. Electrical power for controller to be documented on Electrical plans.

- Erosion control per Caltrans requirements
- Site lighting fixture locations will be shown and dimensioned on landscape layout plans. Electrical circuiting, fixture type identifications, construction details, and specifications for lighting elements will be completed by other team disciplines and documented on Lighting plans. Structural details for gateway elements, to be determined based on final concept design
- Traffic control per Caltrans requirements
- Updated cost estimate to support the procurement process

A critical deliverable for this step will be an accurate cost estimate to support the procurement process. Additionally, at the close of this stage, the project must be fully permitted and ready to construct.

Deliverables:

- Develop 60% PS&Es for review and coordination
- Develop 100% PS&Es for review and approval by Caltrans
- Revised PS&Es based on Caltrans comments (up to 2 rounds of revisions)

3. Construction Support: \$50,000

This component of the scope of work entails general construction administration and construction observation work for the installation of the gateway elements. This includes tasks such as reviewing submittals and inspection reports, monitoring materials and costs, on-site observations and inspections, compliance testing, and liaising between Mariposa County and the selected contractor.

Tasks included in this phase:

- Attend construction meetings with Contractor and subcontractors. Contractor shall schedule site visits at appropriate stages and completion of construction.
- Review and select plant material for design intent and conformance to specifications. Maximum of 5 nursery visits.
- Respond to RFIs and provide supplement instructions as needed
- Review construction submittals and provide responses to ensure conformance with design intent
- Observe layout and quality of workmanship for hardscape and gateway elements, planting, and irrigation, lighting, and other site elements.
- Assist Client with review of work to establish date of Substantial Completion and provide punch list for work shown in PS&Es
- Review site work to determine compliance with design intent as shown in PS&Es
- Review shop drawings and submittals and provide responses and recommendations
- Advise Client of progress of construction, corrective work, other observations and recommendations through Construction Observation reports.

This scope of work expressly excludes the construction costs for the gateway elements. The contractor selected by Mariposa County shall contract directly with Mariposa County via separate agreement.

Project Schedule

Project Phase	Mariposa Gateway
	10-1P570
CCEP Approval	11/30/2021
CC-SDR Approval (including ED)	6/30/2022
R/W Certification	2/27/2023
Ready to List (RTL)	2/28/2023
Advertise	4/11/2023
Award	5/19/2023
Contract Approval	6/16/2024
Construction Complete	1/26/2024
Construction Contract Acceptance (CCA)	1/26/2024
End Project	4/25/2024
Slip RTL (Months)	4.0

FIRST AMENDMENT TO AGREEMENT FOR GATEWAY ENHANCEMENTS

THIS FIRST AMENDMENT TO AGREEMENT FOR GATEWAY ENHANCEMENTS, is made and entered into this 4th day of June 2024, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Atlas Lab, Inc. (“Designer”), a landscape architecture, urban design and public art practice, pursuant to the following terms and conditions.

WHEREAS, County and Contractor have heretofore entered into an Agreement dated August 23rd, 2023, wherein Contractor agreed to perform gateway enhancement design for the Mariposa Gateway Enhancement Project; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor and to extend the term of the Agreement;

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

Paragraph 1, “TERM,” is hereby amended to extend the term of the Agreement to June 28th, 2024.

Exhibit A, “SCOPE OF WORK + COST PROPOSAL,” is hereby amended by:

- Removing the statement, “Site lighting fixture locations will be shown and dimensioned on landscape layout plans. Electrical circuiting, fixture type identifications, construction details, and specifications for lighting elements will be completed by other team disciplines and documented on Lighting plans. Structural details for gateway elements, to be determined based on final concept design” from Paragraph 2.
- Removing the word “lighting” from Paragraph 3.

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

Kimberly Garza , Principal
Atlas Lab, Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Last Revised: 1/17/2023



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-228

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Approving an Agreement with SERA Architects in the Amount of \$100,000 for Conceptual Design of a Community Resilience Hub on Phase IV of the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement, any Amendments, and All Supporting Documentation (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving an Agreement with SERA Architects in the Amount of \$100,000 for Conceptual Design of a Community Resilience Hub on Phase IV of the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement, any Amendments, and All Supporting Documentation (Subject to Approval as to Legal Form by County Counsel).

Mariposa County received a \$100,000 grant award from PG&E in November 2023 to fund the design of a Community Resilience Hub on Phase IV of the Mariposa Creek Parkway that simultaneously supports disaster response, recreation, and economic development objectives. The grant award is an initial step in implementing recommendations outlined in the Mariposa Creek Parkway Phase IV Special Plan (adopted by the Board in February 2024). An RFQ was released in January 2024 to solicit contractors to complete the conceptual design of the Resilience Hub and, after a competitive review process, SERA Architects was chosen. This project will include the preparation of project visioning, conceptual development massing, program schedules, conceptual floor plans & elevations, square footage analysis for buildings and parking, and connectivity within and surrounding the site aspects. This material will then be used to provide a Rough Order of Magnitude ("ROM") cost for the Resilience Hub. The attached "Proposal for Professional Services" provides a more detailed scope of work.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 20, 2024, the Board of Supervisors adopted the Phase IV Special Plan, which identified a community resilience hub as a desired project that supports local disaster response, recreation, and economic development objectives.

On November 7, 2023, the Board of Supervisors adopted Resolution 2023-598 accepting Pacific Gas and Electric's Resilience Hub Grant Funds in the amount of \$100,000 for the conceptual design of a Community Resilience Hub.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement were not approved, Mariposa County would not be able to meet the terms of its grant agreement with PG&E's Resilience Hub Program.

FINANCIAL IMPACT

These funds were grant-awarded from PG&E. There is no impact to the General Fund.

ATTACHMENTS

1. **2024_0521_MCRH_Community Resilience Hub Concept Proposal (2)**
2. **052224 Board Resolution_V2**

VOTE RESULT

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

Proposal for Professional Services



Date 05.21.2024
Project Name Mariposa County Community Resilience Hub Concept
Project Number 2403005

Attention Address County of Mariposa

Overview SERA Design and Architecture, Inc. ("SERA") appreciates the opportunity to submit this Proposal to Mariposa County ("County") for the development of Resilience Hub concept for one parcel site ("The Hatchery"), part of the Mariposa Creek Parkway Phase IV Special Plan project area. This study will include the preparation of project visioning, conceptual development massing, program schedules, conceptual floor plans & elevations, square footage analysis for buildings and parking, and connectivity within and surrounding the site aspects. This concept material will be used to provide a Rough Order of Magnitude ("ROM") cost for the project. The primary audiences for this study will be the property owner, i.e., Mariposa County's Board of Supervisors and internal County staff.

Scope of Work This study will examine the development potential for The Hatchery site in the Mariposa Creek Parkway Phase IV Special Plan area.

Task 1: Project Management. After finalizing the scope of work and contracting with the County, SERA will manage the work of the design team. Project management tasks will include participating in project status meetings with County staff, coordinating the work of Provost & Pritchard and Fortune/Ratliff, and preparing monthly billings.

Task 2: Survey. Provost & Pritchard will conduct a survey of the project area to include existing site topography, partial boundary mapping of the area in the vicinity of the proposed improvements, and property title research.

Task 3: Preliminary Design. SERA will work with the County and core stakeholder groups to develop a "conceptual baseline" for the community resilience hub, including a minimum of two (2) (up to four (4)) Community Resilience Hub program concepts / scenarios including architectural character program layout, and site integration.

Task 4: Stakeholder Engagement. SERA will work with County staff to facilitate four (4) stakeholder engagement sessions (two (2) virtual and two (2) same-day in-person). The in-person session may include supporting events and activities. SERA will prepare engagement materials for the sessions, work with the County's Public Information Officer on promotional material, facilitate events, and document the engagement sessions in a summary report. SERA will also provide a Project Compass. In addition to SERA's stakeholder engagement, Mariposa County will support the engagement and design progression by:

- A. an online survey about the needs of the community in the event of evacuation and allowing community members to evaluate design concepts;
- B. a targeted survey for resilience-focused organizations about their space needs and desired components of the Center;

- C. installation of three temporary displays with design concepts at local libraries/Creekside Terrace Apartments;
- D. in the community presentation phase, the County will conduct two additional in person-meetings to discuss the refined concept designs; and
- E. write and send press releases to publicize the Stakeholder Engagement and Community Presentation phases of the project.

Task 5: Design Refinement. SERA and Provost & Pritchard will design and compile refined design concepts for a community resilience hub that reflect the preferences and expectations for architecture, site design, and both disaster and non-disaster functions. SERA will produce and package of a minimum of one (1) (up to two (2)) Community Resilience Hub concept(s) with supporting visualization material (e.g., concept renders / visualizations, conceptual site plan, 3D massing, conceptual floor plans, conceptual elevations, conceptual sections, program diagrams, material board, etc.). Provost & Pritchard will prepare one (1) of each; a conceptual grading plan and a conceptual site infrastructure and utility plan that will align with the single preferred Resilience Hub Concept.

Task 6: Costing. Fortune/Ratliff will provide a constructability assessment and conceptual Rough Order of Magnitude (“ROM”) cost of the single preferred Resilience Hub Concept from Task 5 based on area take-offs from the design team pertaining to the project’s architectural, utility, and infrastructure elements.

Task 7: Community Presentation. SERA will provide a final Community Resilience Hub Concept overview presentation and present virtually. In addition to SERA’s Community Presentation, Mariposa County will support by conducting a maximum of two (2) and potentially one (1) additional in person-meetings to discuss the refined concept designs.

Task 8: Approval & Adoption. SERA will support the County in packaging a final Community Resilience Hub Concept package in reproducible electronic format. SERA will provide a virtual presentation to the County’s Board and internal County staff.

Project Deliverables

Project Deliverables

- Survey
- Minimum of two (2) Preliminary Concepts with supporting Design Development Collateral, including design / engagement materials for three (3) temporary displays (i.e., posterboards).
- Community Engagement Summary with Project Compass
- Minimum of one (1) Refined Community Resilience Hub Concepts with supporting Visualization and Project Data Collateral
- Constructability Assessment & Conceptual ROM Cost
- Resilience Hub Concept overview presentation & package

Project Assumptions

Project Assumptions

- SERA / Provost & Pritchard will be interacting solely with County staff for this project. County staff will be responsible to engage select stakeholders and public audiences.
- The sole deliverable format for all project products will be a slide deck (as Google Slides or *.pdf), although individual image, map, and table files (*.jpg, *.pdf, etc.) will be provided upon request.

- The scope of work and corresponding budget is predicated on conceptual feasibility of the study site as a redevelopment. Partial or full re-use of any existing buildings will require additional architectural analysis and/or design and will therefore require a contract amendment.

Design Schedule Based upon this scope of work and our previous meetings with you, we propose to complete all project deliverables by February 14th, 2025. Based upon this scope of work, we will, consistent with the Standard of Care endeavor to meet the milestones and durations outlined in the scope of work; however, SERA shall not be responsible for delays, or for damages for delay, caused by circumstances outside its control.

Compensation Based upon the assumptions and scope of work indicated above, our fee is a fixed fee and not to exceed one hundred thousand dollars (\$100,000.00). SERA's services will be billed monthly as a percentage of completion. (Note: Provost & Pritchard and Fortune/Ratliff will be a sub-consultant to SERA, and as such their fees are included in the totals listed above.)

Additional Services The following services will be in addition to the fee for basic services and will be performed at your written request on a time and materials basis, using the billing rates current as of the time of the request.

- Schematic Documentation or any architectural services beyond Concept Development
- Landscape design and documentation
- Traffic studies
- Geotechnical services
- Offsite improvements not associated with The Hatchery (sidewalks, half-street and curb improvements are included within the base fee)
- Energy analysis (DOE2 model for LEED®)
- The creation of the vesting tentative tract map

If this Proposal is acceptable to you, please sign as indicated below, returning a fully executed copy for our file. We shall commence work upon receipt of this signed agreement. This Proposal is good for sixty (60) days.

If you have any questions, please let me know.

Sincerely,

SERA Design and Architecture, Inc.
Gauri Rajbaidya, Principal

Approval **Proposed by: SERA Design and Architecture, Inc.**

Gauri Rajbaidya, Principal

Date

Accepted by: County of Mariposa

Signature

Date

Billing Rates – Oregon & California 2024

The following billing rates are applicable where basic services are computed on an hourly rate basis and for requested or required additional services. All billing rates are adjusted annually.

Principal (Level X)	\$224.00-\$326.00
Director (Level IX).....	\$224.00-306.00
Sr. Project Manager/Architect/Designer/ Planner (Level VIII).....	\$219.00-296.00
Project Manager/Architect/Designer/Planner (Level VII)	\$196.00-257.00
Project Manager/Architect/Designer/Planner (Level VI).....	\$174.00-235.00
Sr. Job Captain Architect/Interiors/Planning (Level V).....	\$158.00-219.00
Job Captain Architect/Interiors/Planning (Level IV)	\$141.00-197.00
Jr. Job Captain Architect/Interiors/Planning (Level III)	\$118.00-177.00
Project Assistant Architect/Interiors/Planning (Level II).....	\$109.00-150.00
Project Assist Architect/Interiors/Planning (Level I).....	\$100.00-133.00
Administrative Personnel	\$78.00-105.00
Specialist.....	\$420.00-525.00
Intern	\$73.00

Reimbursables Reimbursables are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed as follows:

- The following reimbursables will be covered by the percentage multiplier against the combined amount for Basic and Additional Services billed per month against the project.
 - Transportation within the City of Portland.
 - Long distance telephone calls and facsimile (FAX) transmissions.
 - Reprographics, postage and handling of drawings and other project documents for distribution to the Owner.
- The following reimbursables are not included in the above set percentage and will be billed only if authorized in advance, in writing by the client and will be treated as an additional service if not within the parameters of the contract.
 - Transportation in connection with the Project outside of the Portland area as indicated above; living expenses in connection with any authorized out-of-town travel and long distance communications.
 - Permit, review, appeal or other miscellaneous fees required by an authority having jurisdiction for the Project.
 - Renderings, models, presentation color boards and mock-ups requested by the Owner.
 - Any insurance coverage or limits including professional liability insurance, which exceed the current coverage of the Architect, requested by the Owner.
 - Reproduction, postage and handling of Drawings and other documents sent to the General Contractor and their subcontractors.

Payment Terms Our services will be billed monthly as a percentage complete against our fee. Our reimbursable expenses will be billed monthly as part of the percentage complete, as well. A list of the reimbursable expenses that are covered in the base fee is attached to this Proposal. Additional services will be billed on a time and materials basis at the standard hourly rates, adjusted annually, in effect at the time the additional service is incurred. Payment for services shall be made monthly within thirty (30) days of the date of the billing. Billings over thirty (30) days past the date of the billing will be charged a late penalty of 1.5% per month on the unpaid balance, or \$50.00 whichever is greater. Interest will be calculated from the date of the original invoice. Failure of the Architect to receive payment as outlined in this Proposal within thirty (30) days of the date such payment is due may, without prejudice to any other rights of the Architect, suspend all of the duties under this Proposal.

Standard of Care The Architect shall perform its services consistent with and limited to the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. ("Standard of Care"). The Architect makes no warranty, nor shall the Owner require the Architect to make a warranty, either expressed or implied, as to the Architect's or its consultants' findings, recommendations, plans, specifications, or professional advice, other than that Architect shall comply with the Standard of Care in the performance of its services. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Termination This contract may be terminated at any time by either party with ten days written notice.

Ownership of Documents Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Limitation of Liability The entire joint, several and individual liability of the Architect for professional services, irrespective of the number of claims and whether such claims are based in negligence, professional negligence, strict liability, any other tort, breach of contract, breach of warranty, violation of statutory or regulatory law, or any other claim or legal or equitable theory, arising out of or related to this Agreement or the Architect's services or those of its consultants on the Project, shall in no event exceed twice the Architect's fee for basic services paid or to be paid under this Agreement.

Notwithstanding anything to the contrary herein, no partner, shareholder, employee or other representative of the Architect shall have any personal liability to the Owner or any other party for any acts or omissions, whether based on a claim of negligence, any other tort, arising out of or relating to this Agreement.

You agree to defend and indemnify the Architect, our officers, agents and employees, and to hold us harmless against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities and other obligations which they incur as a result of any claims, including without limitation third-party claims, in excess of Architects' total liability as specified herein.

Waiver of Consequential Damages The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution No. 24-___ APPROVE AN AGREEMENT WITH SERA ARCHITECTS IN THE AMOUNT OF \$100,000 FOR CONCEPTUAL DESIGN OF A COMMUNITY RESILIENCE HUB ON PHASE IV OF THE MARIPOSA CREEK PARKWAY; AND AUTHORIZE THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT, ANY AMENDMENTS, AND ALL SUPPORTING DOCUMENTATION.

WHEREAS, on November 7, 2023, the Board of Supervisors adopted Resolution 2023-598 accepting Pacific Gas and Electric's Resilience Hub Grant Funds in the amount of \$100,000 for the conceptual design of a Community Resilience Hub,

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, 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 recommendations from Mariposa Creek Parkway Phase IV Special Plan (adopted in February 2024); and

WHEREAS, SERA Architects was selected through a competitive bid process, in accordance with County policy, to conduct the conceptual architectural and engineering to further those recommendations;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve an agreement with SERA Architects in the amount of \$100,000 for conceptual design of a community resilience hub on Phase IV of the Mariposa Creek Parkway; and authorize the Board of Supervisors Chair to sign the agreement, any amendments, and all supporting documentation.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 4th day of June 2024 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 2024-229

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Approve an Agreement with Made in Mariposa to Transfer Copyright of the Made in Mariposa Logo; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Made in Mariposa to Transfer Copyright of the Made in Mariposa Logo; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Made in Mariposa is a 501(c)3 nonprofit that sells locally-produced and manufactured goods. The group has been instrumental in promoting the importance of shopping locally and in sharing the message that a dollar goes much further for the local economy when it is spent on Mariposa-produced and sold goods. The organization currently has a storefront in Mariposa's historic district at 5022 HWY 140.

Made in Mariposa was conceptualized in 2014 as a partnership between the County and local artisans. The County obtained a USDA grant in 2015 to fund a branding campaign in 2015, and subsequently, a logo was trademarked on March 15, 2016 for the group.

In June 2022, Made in Mariposa became an independent 501(c)3. The County has retained the trademark for the Made in Mariposa logo and has previously entered into agreements with Made in Mariposa and the Mariposa County Chamber of Commerce for its use (the Chamber provided retail space and oversight for Made in Mariposa for several years). The attached agreement would transfer this trademark from the County to Made in Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Res 2019-98 - Authorized the Mariposa County Chamber of Commerce to use the Made in Mariposa brand in a year-round store associated with the Visitors Center

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County would retain the trademark to the Made in Mariposa logo despite the organization having become independent of the County in 2019

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 032924 Copyright Transfer Agreement - Made in Mariposa

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

Copyright Transfer Agreement

This Copyright Transfer Agreement ("Agreement") is entered into on May 21, 2024 by and between the County of Mariposa ("Assignor") and Made in Mariposa ("Assignee"), a 501(c)3 nonprofit organization.

WHEREAS

Assignor is the author of the following original work(s) (the "Work"), The Made in Mariposa Logo, as shown in Exhibit A, and desires to assign all copyrights in the Work to Assignee; and Assignee desires to acquire all copyrights in the Work from Assignor;

NOW, THEREFORE

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Assignment of Copyrights

Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Work, including all copyright rights in the Work, and any renewals and extensions thereof. This assignment includes, but is not limited to, the right to reproduce, distribute, publish, sell, license, and translate the Work in any medium, now known or later developed.

Warranty of Ownership

Assignor represents and warrants that Assignor is the sole creator of the Work and that Assignor has the full power and authority to enter into this Agreement and to grant the rights herein granted.

Indemnification

Assignor agrees to indemnify and hold Assignee harmless from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of Assignor's representations and warranties contained herein.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Assignee is located, without regard to its conflict of law provisions.

By signing below, the parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

Assignor:

Name: Miles Menetrey, Board Chair
Mariposa County Board of Supervisors

Address: 5100 Bullion Street Ste. 2
PO Box 784
Mariposa, CA 95338

Date:

Signature:

Assignee:

Name: Janetta Phillips, Board Chair
Made in Mariposa

Address: PO Box 563
Mariposa, CA 95338

Date:

Signature:

EXHIBIT A





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-230

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with the provisions of Board of Supervisors Resolution 2017 - 580, staff has successfully negotiated an Agreement for Emergency Use of Facility with the Madera-Mariposa-Merced CAL FIRE Command Unit for the use of the Mariposa-Yosemite Airport.

Staff has held discussions with the Fixed Base Operator (FBO) Airborn Aviation Services, LLC (Anthony Borreson), who is in agreement with the provisions of this Agreement.

In addition to the agreement between the County and CAL FIRE Madera-Mariposa-Merced Unit, the County acknowledges the FBO's responsibility to deliver extra non-routine services and operate for extended hours during Emergency Incidents. Consequently, the County will compensate the FBO for these additional costs, expenses, and potential revenue loss as follows:

- Flowage Fees: CAL FIRE will pay the county a fee of \$0.25 per gallon for all off-site fuel brought to the airport. The County will transfer flowage fee of \$0.25 per gallon to the FBO.
- Daily Use Fee: CAL FIRE is to pay the County \$100.75 per helicopter pad per day of use. The County will transfer fifty percent (50%) of the helicopter pad revenue to the FBO. This payment covers the expenses associated with the FBO's provision of service during Emergency Incidents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has had Emergency Use of Facilities Agreements with the CAL FIRE Madera-Mariposa-Merced Unit for the Mariposa-Yosemite Airport in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve this agreement, CAL FIRE would stage helicopters in another

community, which may increase in response time.

FINANCIAL IMPACT

None.

ATTACHMENTS

- 1. Mariposa-Yosemite Airport EU 2024**
- 2. Resolution 2017-580**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

CAL FIRE FILE NO. _____

(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: _____

County of Mariposa –
Department of Public Works

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the Madera-Mariposa-Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency Incident Helibase/Airbase for exclusive use helicopter.

1. DESCRIPTION OF FACILITIES:

Yosemite Airport located at 5020 Macready Way, Mariposa, CA 95338.

Airport facilities to be used as a helibase/airbase to support helicopters and aircraft, support trailers and equipment,
fuel tenders and helibase/airbase personnel.

Rate: \$100.75/pad per day

Building: \$118.70/day

Additional Fee: Fuel flowage fee of \$0.25/gallon for each gallon of "offsite" fuel that is used to fill aircraft.

Gallons are required to be validated by CAL FIRE representative.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 320.20 . The
Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 06/01/ , and shall end on or before 12/31/2024
2024

(may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All utilities

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: _____

TELEPHONE NUMBER: _____

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15) (Reverse)

- 7. LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.
- The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.
- 8. HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.
- 9. SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.
- 10. PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**
- 11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720:** Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.
- 12. CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER

BY: _____
TITLE: _____
DATE: _____
NAME: _____
SIGNATURE: _____
STREET ADDRESS: _____
TELEPHONE: _____
TELEPHONE: (Night) _____

**DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

BY: CAL FIRE Madera-Mariposa-Merced Unit
TITLE: Staff Services Manager
DATE: _____
NAME: Courtney Arebalo
SIGNATURE: _____
STREET ADDRESS: 5366 State Highway 49 North
Mariposa, CA 95338
TELEPHONE: (209) 966-3622
TELEPHONE: (Night) (559) 676-9027



MARIPOSA COUNTY

Public Works - 209 966 5356



RESOLUTION - ACTION REQUESTED

MEETING: August 22, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Public Works Director to Negotiate an Emergency Airport Rental Agreement

RECOMMENDATION AND JUSTIFICATION:

Authorize the Public Works Director to enter into negotiations resulting into a Multi-Year Emergency Airport Lease Agreement with the State of CA, Department of Forestry and Fire Protection, Subject to approval of the CAO and as to form by County Counsel.

The County has traditionally entered into an agreement with the State of CA to rent the airport facilities in times of Emergencies where Aviation Services are required by the State in the protection of Life and Property, the former multi-year agreement has recently expired and this simply seeks approval to enter negotiations to update terms. Should negotiations be successful and upon the CAO recommendation the agreement will be brought back to the Board of Supervisors for consideration prior to execution.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved a past Emergency Rental Agreement Contract for these services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County would lose the ability to rent our facility and the State would use other airport facilities resulting in increased Fire response and lost revenue to the County.

FINANCIAL IMPACT:

There are no negative financial impacts

CAO RECOMMENDATION

Requested Action Recommended

Dallin Kimble

Dallin Kimble, County Administrative Officer 8/17/2017



**Mariposa County
California**

Adopted
Aug 22, 2017 9:00 AM

**Resolution - Action Requested
RES-2017-580**

**Authorize the Public Works Director to Enter into Negotiations Resulting in a Multi - Year
Emergency Airport Lease Agreement with the State of CA, Department of Forestry and
Fire Protection, Terms Subject to the Approval of the CAO and as to Form by County
Counsel**

Information

Department:	Public Works	Sponsors:
Category:	Agreements/Contracts/Leases	

Attachments

[Printout](#)

Financial Impact

There are no negative financial impacts

Meeting History

	Aug 22, 2017 9:00 AM Audio	Board of Supervisors	Regular Meeting
RESULT:	ADOPTED [UNANIMOUS]		
MOVER:	Rosemarie Smallcombe, District I Supervisor		
SECONDER:	Merlin Jones, District II Supervisor		
AYES:	Rosemarie Smallcombe, Merlin Jones, Marshall Long, Kevin Cann, Miles Menetrey		

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-231

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Permit Renewal Application to Participate in the Covered Electronic Waste Recycling Program; and Authorize the Director of Public Works to Sign the Application

RECOMMENDATION AND JUSTIFICATION

Approve a Permit Renewal Application to Participate in the Covered Electronic Waste Recycling Program; and Authorize the Director of Public Works to Sign the Application.

The CalRecycle Covered Electronic Waste (CEW) Recycling Program is a state initiative in California designed to manage and recycle electronic waste, such as televisions, computer monitors, and other video display devices, which contain hazardous materials. Funded by a consumer recycling fee collected at the point of sale of new covered electronic devices, the program ensures proper collection, transportation, and recycling of e-waste to prevent environmental contamination and promote resource recovery. CalRecycle oversees the program, providing guidelines, certifications, and payments to approved e-waste collectors and recyclers to facilitate safe and efficient recycling processes.

Mariposa County Solid Waste and Recycling has participated in the Covered Electronic Waste Recycling Program in 2007.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved similar permit applications in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, Mariposa County Solid Waste and Recycling will not receive compensation for the collection of CEW.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Application for Approval - Collector

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Application for Approval: Collector

Entities intending to participate in the CalRecycle Covered Electronic Waste (CEW) Recycling Program as **only** an approved collector must submit this form. Prior to approval, applicants must comply with applicable Department of Toxic Substances Control (DTSC) regulations.

Supplemental information or supporting documentation may be required to complete the application process. Please take care to ensure all additional documents are clearly marked to indicate their purpose. Complete the fields below using the fillable PDF feature or print legibly in permanent ink. Digital signatures may be provided. Void errors only by marking a single line through the error.

I. Applicant Information

Organization Name*: Mariposa County Solid Waste and Recycling

- ☐ New Applicant or
☒ Application from previously approved participant (CEWID number: 100707)
Check appropriate box: ☐ Update to information prior to renewal
☒ Biennial Renewal (due every two years)
☐ Reapply (after expiration/denial/revocation)

*Provide name as authorized to transact business in California with supporting documentation noted in Section IV and submitted with this application.

II. Addresses

Type	Address	City	County	State	Zip
Physical Location	5593 Hwy 49 N	Mariposa	Mariposa	C A	95338
Mailing	4639 Ben Hur Road	Mariposa	Mariposa	C A	95338
Operational Records	5593 Hwy 49 N	Mariposa	Mariposa	C A	95338

III. Website, Phone Number, and Public Directory

Website: mariposacounty.org

Main Phone Number: 209.966.5165

All participants are listed in the [Directory of Approved Collectors and Recyclers of CEW](https://www2.calrecycle.ca.gov/Electronics/cew/participantsDirectory) to facilitate CEW transactions between participants within the context of the CEW Recycling Program (<https://www2.calrecycle.ca.gov/Electronics/cew/participantsDirectory>). CalRecycle hosts another directory for the general public, [Where Do I Recycle E-Waste?](https://www2.calrecycle.ca.gov/Electronics/eRecycle/), in which your organization may choose to be displayed or not (<https://www2.calrecycle.ca.gov/Electronics/eRecycle/>). Please indicate your preference:

- ☒ Yes, display us on the general public-focused directory, **or**
☐ No, do not display us on the general public-focused directory.

FOR CALRECYCLE USE ONLY

Received by:	Date Postmarked (Stamp)	Date Received (Stamp)
☐ Mail		
☐ E-mail		

IV. Organization Type and Required Documentation

Supporting documentation referenced below is required. However, a previously approved participant may certify their organization's supporting documentation remains current and accurate since the last application approval. Entering initials to the left authorizes CalRecycle to use any previously submitted documentation to satisfy the application requirements.

Organization Details

Type	Check to Indicate Supporting Documentation Provided or Already on File
☐ California Corporation	☐ Articles of Incorporation as filed with the Secretary of State (SoS) ☐ Name and position of all current corporate officers as filed with the SoS ☐ Corporate number as filed with the SoS ☐ Agent for service of process as filed with the SoS ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ Corporation from a State Other Than California	☐ Approved certificate from California Secretary of State qualifying and authorizing corporation to transact business in California ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ California Limited Liability Company (LLC)	☐ Articles of Organization as filed with the Secretary of State (SoS) ☐ Statement of Information as filed with the SoS ☐ Any operating agreement ☐ Agent for service of process as filed with the SoS ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ Limited Liability Company from a State Other than California (LLC)	☐ Certificate from the California Secretary of State authorizing LLC to transact business in California ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ Individual	☐ Business license (if not required by Local Jurisdiction, check here: ☐) ☐ Organization name includes a Surname as required by Business and Professions Code Sections 17900-17930)
☐ Individual Doing or Proposing to Do Business Under a Different Name	☐ Business license (if not required by Local Jurisdiction, check here: ☐) ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ Non-profit or Charity	☐ Description of Organization ☐ Information from the Federal Internal Revenue Service or the State of California Franchise Tax Board confirming tax exempt status ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ Partnership	☐ Current partnership agreement ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐)
☐ Spousal or Domestic Partnership Co-ownership	☐ Business license (if not required by Local Jurisdiction, check here: ☐) ☐ Any fictitious business name statement (if not required per Business and Profession Code Sections 17900-17930, check here: ☐) ☐ Complete names of both spouses/partners
☒ Government Agency	☒ No documentation required for collector applicants

V. Authorized Personnel

1-Name: Shannon Hansen	Signature is required in Section IX
E-mail: shansen@mariposacounty.org	Phone Number (ext): 209.966.5356
☒ Primary Signatory (may sign all documents) ☐ Main Contact	
2-Name: Demetrice Crump	Signature:
E-mail: dcrump@mariposacounty.org	Phone Number (ext): 209.966.5165 x203
☒ Main Contact ☒ Net Cost Report ☒ Other Documents (check Main Contact if Primary Signatory above is not checked as Main Contact)	
3-Name: Samuel Cervený	Signature:
E-mail: scervený@mariposacounty.org	Phone Number (ext): 209.966.5356
☒ Net Cost Report ☒ Other Documents	
4-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	
5-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	
6-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	
7-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	
8-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	
9-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	
10-Name:	Signature:
E-mail:	Phone Number (ext):
☐ Net Cost Report ☐ Other Documents	

VI. DTSC Notification of Intent (NOI) Requirements

Per DTSC regulations, to be authorized to receive material, a Universal Waste Handler must notify DTSC of their intent to handle electronic devices and report on those activities annually (Chapter 23 of Title 22 of the California Code of Regulations (CCR)). Information on notifications may be viewed on [DTSC's website](https://dtsc.ca.gov/electronic-hazardous-waste/) (<https://dtsc.ca.gov/electronic-hazardous-waste/>). DTSC may be contacted for assistance at electronicwaste@dtsc.ca.gov. Compliance with all applicable DTSC regulations is solely the responsibility of the applicant. Failure to comply with DTSC requirements will result in the denial of this application.

Business Name*: Mariposa County Landfill	Business ID: 878
NOI Address*: 5593 Hwy 49N, Mariposa, CA 95338-9522	
NOI Date: 1/30/2007	NOI Facility ID: 458

*Provide business name and address as it appears in the DTSC NOI. NOI address above should match the physical address provided on the first page of this application.

VII. Collection Activities

Type(s) of California sources from which CEW will be recovered (check all that apply):

☒ Households	☒ Businesses	☐ Other Collectors	☐ Other (specify):

Type(s) of CEWs that may be recovered (check all that apply):

A "Covered Electronic Waste" or "CEW" means a discarded device that DTSC has determined to be a covered electronic device. Details regarding specific covered electronic devices may be viewed on DTSC's website at https://dtsc.ca.gov/covered-electronic-devices/ .	
☒ CRT-Containing CEWs	☒ Non-CRT-Containing CEWs

Other Collection Activities

Intent to recover/collect CEWs from non-California sources:
☒ No, we will <u>not</u> accept CEWs from non-California sources, or
☐ Yes, we will accept CEWs from non-California sources.

VIII. CEW Cost Free Collection Opportunities (attach additional pages as needed)

Location (If Applicable, Provide Address)	Types of Cost-Free Collection Opportunities	DTSC NOI Facility ID	Additional Information (e.g., Cost-Free Days and Hours of Operation)
Mariposa Landfill 5593 Highway 49N Mariposa, CA 95338	☒ Permanent Drop-off ☐ Temporary Collection Event ☐ Pick-up at Source/Curbside ☐ Other: _____	458	☒ Cost-Free Accept drop-off of CEW during posted facility hours.
	☐ Permanent Drop-off ☐ Temporary Collection Event ☐ Pick-up at Source/Curbside ☐ Other: _____		☐ Cost-Free

IX. Collector Certification Statements and Primary Signatory's Signature

"The undersigned collector agrees under penalty of immediate revocation of approval and denial of recovery payments, that as an approved collector:"

- "I shall make reasonable efforts to ensure that any CEWs for which payment is claimed originate from a California source."
- "I shall provide free CEW collection to California sources if the payments I receive from recyclers fully cover the net cost of collection, transportation, and charges paid to the recycler."
- "I shall operate in compliance with the requirements of this Chapter [14 CCR, Division 7, Chapter 8.2], the Act, and with all applicable local, state, and federal regulatory provisions."
- "I shall establish a cost-free CEW collection opportunity for California sources."
- "I have read and understand the requirements set forth in the statutes and regulations governing this program."

"The undersigned collector certifies under penalty of perjury under the laws of the State of California that the information provided herein is true and correct."

Primary Signatory's Printed Name: Shannon Hansen	
Location Where Signed (City/State): Mariposa, CA	Date Signed:
Primary Signatory's Signature:	

X. CEW Recycling Program Contact Information

Electronic submission of the completed form with signatures and any supporting documentation is preferred and should be emailed to ewasteapplications@calrecycle.ca.gov. If necessary, you may submit as a hardcopy to the address shown below. Submissions received electronically **do not** require the submission of a hardcopy. As required in regulations, retain a copy for your records.

Department of Resources Recycling and Recovery (CalRecycle)
Attention: CEW Recycling Program, Application Processing, MS #9
1001 I Street
Sacramento, CA 95814

You may contact CalRecycle staff via:

(916) 341-6269
ewasteapplications@calrecycle.ca.gov
[CEW Recycling Program](https://www.calrecycle.ca.gov/Electronics/CEW/) (<https://www.calrecycle.ca.gov/Electronics/CEW/>)



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-232

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Jeremy Brieze, Sheriff

RE: Approve an Agreement with the United States Drug Enforcement Administration in the Amount of \$60,000 for Marijuana Eradication and Suppression Operations; and Authorize the Sheriff to Sign the Agreement and all Supporting Documents (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the United States Drug Enforcement Administration in the Amount of \$60,000 for Marijuana Eradication and Suppression Operations; and Authorize the Sheriff to Sign the Agreement and all Supporting Documents (Subject to Approval as to Legal Form by County Counsel)

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved similar agreements with the Drug Enforcement Administration in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not supported, Mariposa County will not be able to seek reimbursement from the DEA for drug related investigations and forfeit the allocated funding.

FINANCIAL IMPACT

The revenue and appropriations have been requested in the Fiscal Year 2025

ATTACHMENTS

1. 2024 Letter of Agreement
2. 2024 Supporting Docs

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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



**U.S. Department of Justice
Drug Enforcement Administration**

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2024-24

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **MARIPOSA COUNTY SHERIFFS OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

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

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2.** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking.
 - i. **MANDATORY requirement for THE AGENCY to utilize the interim replacement for the Web-based DEA internet Capability Endeavor (DICE) until the permanent replacement is operational or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA Monthly Accounting Report, with a copy of **THE AGENCY's** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of \$2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with California law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.
3. DEA will provide to **THE AGENCY** Federal funds in the amount of **SIXTY THOUSAND DOLLARS (\$60,000.00)** for the period of October 1, 2023 to September 30, 2024, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

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

All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30th. Exemptions to any of these requirements must have prior HQ/ODS approval.

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

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

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

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY24 (10/01/2023 through 09/30/2024)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

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

Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.

THE AGENCY's current UEI is PNG4LUYEKK53.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on 04/25/2024.

(MARIPOSA COUNTY SHERIFFS OFFICE)

Printed Name & Signature: _____

Title: Sheriff Date: _____

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

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, San Francisco Field Division Date: _____

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

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

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

[2024/AFF-B-OP-OD/8210000/DEA-JLE-JDCE-OD009](#)

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

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



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2023

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	County of Mariposa / ACH Misc
Account Number:	168479376
Name of Bank/Financial Institution:	West America Bank
Address of Bank/Financial Institution:	5121 Highway 140, Mariposa, CA 95338
Telephone Number of Bank/Financial Institution:	209-966-7561
Contact Person of Bank/Financial Institution:	Chelsea Henderson
Bank/Financial Institution ABA Number:	121140218
State-Local Agency Name / LOA Number:	Mariposa County Sheriff's Office/2024-
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	

Jeremy Brieze
Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to 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 an on-going 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; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Mariposa County Sheriff's Office

2. Application Number and/or Project Name

2024-24

3. Grantee IRS/Vendor Number

94-6000880

4. Typed Name and Title of Authorized Representative

Jeremy Briesse

5. Signature

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: Mariposa County Sheriff's Office /2024-



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Handouts Received During Departmental Presentations at the June 4th, 2024, Meeting

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations at the June 4th, 2024, Meeting

- Ribbon Cutting Flyer - Keri Kisela
- Health and Human Services Flyer - Sheila Baker

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board occasionally receives handouts from Department Heads and County Partners.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Handouts



MADE IN
MARIPOSA

1st

ANNIVERSARY



Ribbon Cutting
Friday, June 14, 2024 / 3pm



5022 B Highway 140, Mariposa

 **MARIPOSA**
COUNTY CHAMBER OF COMMERCE



Mariposa County
Behavioral Health & Recovery
Services Presents:

Adult Mental Health First Aid

June 12th, 2024

8:00 AM - 5:00 PM *In-Person*

Greeley Hill Community Club
10332 Fiske Rd

Participants must be 18 years or older to participate. Mariposa County BHRS is certified by the National Council for Behavioral Health, to provide a training similar to 'First Aid' and CPR. Backed by evidence-based practices Mental Health First Aid teaches you how to identify, understand and respond to signs of mental health and substance use challenges in adults.

This training will help you to:

- Recognize common signs and symptoms of mental health challenges, including anxiety, depression, psychosis and panic attacks.
- Recognize common signs and symptoms of substance use challenges.
- Understand how to interact with a person in crisis.
- Know how to connect a person with help.
- Use self-care tools and techniques.

Learn to support friends, family and neighbors in your life!

FOR INFORMATION OR TO REGISTER

Contact: 209-966-2000 and ask for
Claudia / cradonic@mariposacounty.org

Can't make this training? Ask to be added to our waitlist!

Max Class Size: 20



Mental Health FIRST AID
from NATIONAL COUNCIL FOR MENTAL WELLBEING



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Abel Del Real-Nava
RE: Adopt the Allocation of External Fire Relations Coordinator Position within County Fire, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Adopt the Allocation of External Fire Relations Coordinator Position within County Fire, Effective Immediately.

The new External Fire Relations Coordinator position focuses more on promoting County Fire's different programs and engagement through social media, community engagements, and newspapers. This approach will be more informative and educational to our community and current department members, leading to volunteer and reserve retention/recruitment and promoting the different aspects of what Mariposa County Fire can and does provide.

This position will lead to the recruitment and retention of volunteers, promote our reserve program, and educate the public on how we can improve services to benefit our community. Mariposa County Fire has a wonderful staff of volunteers and paid administrative staff that continue to provide service to their community in both emergency and non-emergency situations. They provide Fire Marshal services, construction and sprinkler systems plan reviews, public education, and school program education, and their volunteers are ready to respond to action when the call comes in. County Fire has made strides in fuel reduction project assistance with specific equipment purchased through grants. They have upgraded their safety equipment and are adjusting to updated requirements for personal protective clothing inspections and updating outdated radios and communication equipment. County Fire has also diversified with new apparatus that is more specific to the environment of our County. We have hired Extra Help employees to help with the response and support of our volunteers. We have expanded our administrative staff to include a Wildfire Mitigation Coordinator for grant writing and management, fuel reduction project coordination, Community Wildfire Protection Plan management to include public education and engagement and assisting with planning support for future County Fire projects. County Fire also expanded hiring an office assistant to support our volunteers and office personnel, specifically with training support for our training captain, certification and tracking within the Vector Solutions software program, filing and organizing files, and taking on additional projects previously out of reach.

These are just some of the accomplishments of County Fire. We have the deepest respect for our volunteers, and we know of all the accomplishments the community is not always unaware of. The Assistant Chief cannot manage our internal information and communication with the community at a

consistency necessary to promote our department effectively.

Our community may not know the great strides that County Fire is making, our vision for the future, or how we can improve services for our community.

We need to promote our department to our community and allow them to get to know their fire department. This External Fire Relations Coordinator position will allow County Fire to promote itself and provide information, education, and future planning on a consistent basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire previously had a Volunteer Fire Membership Coordinator position (2007-2010 & 2012-2014) funded through a SAFER grant. This position was developed to assist with planning, organizing, and coordinating the recruitment and retention of volunteer membership in the County Fire Department; to perform routine clerical tasks to recruit and retain volunteer members; to work as the liaison between volunteers and County Fire staff; and to perform other duties as assigned. This position ended upon grant expiration in 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. Failing to approve the position may result in missed opportunities to promote Mariposa County Fire, recruit and retaining volunteers, promoting the reserve program, and educating the public for future growth and opportunities.

FINANCIAL IMPACT

None. This position will be filled as an Extra Help position.

ATTACHMENTS

1. **External Fire Relations Coordinator_11282023**

External Fire Relations Coordinator

DEFINITION

Under the Fire Chief's or their designee's direction and in coordination with the County Public Information Officer plans, organizes, and promotes Mariposa County Fire through media outlets, social media, public events, town hall meetings, and newsletters. Assist with planning, organizing, and coordinating the recruitment and retention of volunteer membership in the County Fire Department.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Assistant Fire Chief and/or the Fire Chief.

EXAMPLES OF ESSENTIAL FUNCTIONS

Promotes and creates advertisements for the Mariposa County Fire Department via traditional print and social media, for the public.

Organizes and encourages the recruitment, retention, and recognition of volunteer membership in the County Fire Department.

Coordinates and conducts in-person outreach informational communication engagements with community organizations.

Develops surveys and/or other methods of obtaining community, business, or volunteer input to produce summarized reports and periodic news letters.

Researches, compiles, and analyzes information from various sources to present to leadership, Board of Supervisors, community organization, or members of the public.

In coordination with the County's Public Information Officer assists in Public Information Officer duties in the Emergency Operations Center during disasters.

Performs routine clerical support work, including but not limited to, preparing correspondences reports and entering and retrieving computer data, databases, spreadsheets, lists, and logs.

Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

Proper English usage, spelling, grammar, and punctuation.

Internet use, including establishing and posting on social media platforms, i.e., Facebook, X (formally Twitter), Email, Instagram, etc.

Methods of preparing and processing various records, reports, forms, and other documents particular to the assigned department or program.

Standard business document formats for print media.

Pertinent federal, state, and local laws, codes, ordinances, and regulations.

Federal and state applicable digital media laws, i.e., Americans with Disabilities Act and Web Content Accessibility Guidelines 2.2, Communications Decency Act (CDA), Children's Online Privacy Protection Act ("COPPA"), and Copyright Act.

Safe work practices.

Ability to:

Exemplify an effective customer service attitude with the public, officials, and co-workers.

Communicate clearly and concisely, both orally and in written form.

Self-review and correct materials before release for errors, appropriateness, and audience.

Modify messages for different audiences to maximize impact, i.e., tone, language, terminology, relevance, etc.

Effectively use the Microsoft Office Suite of applications or equivalent software package.

Demonstrate proficiency using social media, video, and image distribution programs.

Create multimedia video, print, and online marketing materials.

Organize work, set priorities, meet critical deadlines, and follow up on assignments with minimal direction.

Learn, adapt, and provide feedback on office/department policies and procedures.

Maintain confidentiality as required.

Understand, interpret, and execute written and oral instructions.

Work independently in the absence of supervision, as necessary.

Work effectively in an environment with frequent interruptions and the pressure of deadlines while maintaining attention to detail.

Works effectively with county PIO to standardize methods of communication and minimize redundancies.

Establish and maintain effective working relationships with fellow agencies, PIOs, entities, and those contacted during work.

Exercise good judgment and diplomacy while responding promptly to the needs of internal and external customers.

Work a flexible schedule with volunteer members and community organizations.

Exercise tact, initiative, discretion, and sound judgment within general policy, procedural and legal guidelines.

Safely operate office equipment.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office environment and outside exposed to various environmental conditions. Tasks may involve extended periods at a workstation or outside traversing uneven terrain. The employee is subject to irregular working hours and will be expected to visit Mariposa County community groups and volunteer (fire) companies on weekdays, weekends, and evenings. Employees may be required to assist with multi-agency training sessions and extended/major emergency incidents.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. The ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Move and reposition items up to ten pounds, use tools, controls, and operate office equipment.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent, two years of responsible experience in marketing, public education, and/or experience working with volunteer emergency

service organizations is desirable, or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Preferred Qualifications:

Experience in program/event planning, fundraising, and speaking in large public venues.
Video editing and graphic arts experience/education.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form.

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

Created:



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-233

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Vacating an Executive Assistant Position Allocation and Replacing it with an Administrative Analyst II Position Allocation in the Planning Department Budget, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve Vacating an Executive Assistant Position Allocation and Replacing it with an Administrative Analyst II Position Allocation in the Planning Department Budget, Effective Immediately.

The Executive Assistant (EA) position is currently filled by Carol Suggs and, if approved, the Administrative Analyst II (AAIL) position would be filled by Carol Suggs.

- The Planning Department's functions and related duties have changed over time with the expansion of the department to include GIS, Code Compliance, Housing and Economic Development and Community Design and Development functions, as well as related technical skills to advance the work of the Department. The Executive Assistant position needs to be enhanced to an AAIL to accurately reflect the depth of the responsibilities, which includes and is not limited to additional supervisory duties, financial oversight, and independent work that has been and is currently being performed. The needs of the Department have changed over time and the AAIL will better serve the need.
- An AAIL offers both the EA essential duties needed for the Department, given the expansion along with the opportunity for assignment of project work at a journey level that is reflective of the Department's functional services. The AAIL also allows for the assignment to coordinate projects for the benefit of the Department, which is a critical need.
- The Administrative Analyst is a series that offers a career ladder, which is good for retention and succession planning. The EA position is not a series and offers no advancement opportunity.

In addition to the preceding points, the current staff person in the EA position, Carol Suggs, is a valued county employee with 18 years of County Planning Department experience:

March 2006-August 2008 - Secretary (step 5)

August 2008-July 2017 - Office Tech (step 5 in 2010 - working in the position topped out for 3 years)

July 2017-current - Executive Assistant (step 5 in 2019 - working in the position topped out for 5 years).

The advancement opportunity for a dedicated county employee is in congruence with retention goals for the County, and the requested AAll position meets the needs of the Planning Department work program.

Review of the position was conducted through a PDQ analysis with the Human Resources Department staff. Due to the changes in the Planning Department, it was determined to not be the same (as out-of-class definitions are typically assignments that are beyond the scope and temporary in nature), rather that the AAll would address the situation better than the EA position.

This change in allocation (between Executive Assistant, Step 5, and Administrative Analyst II Step 3) will result in a monthly salary increase of \$578.76 (as per the 1/30/24 salary schedule posted online). FY24/25 adjustment to salary would be an increase of \$6945.12 for the year.

Funds are available in the FY 23/24 budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous Board action on this request.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Inability to assign tasks to the Executive Assistant needed for the Planning Department work program.

FINANCIAL IMPACT

No budget action is required due to other open vacancies resulting savings within the Planning Department Budget.

ATTACHMENTS

None

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-234

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Out-of-Class Salary Adjustment from the Current Allocation of Planner I Position to Administrative Technician I, Step 3 Position Allocation in the Planning Department Effective as of September 12, 2023, with the Requirement to Review the Position Status on a Six-Month Basis

RECOMMENDATION AND JUSTIFICATION

Approve an Out-of-Class Salary Adjustment from the Current Allocation of Planner I Position to Administrative Technician I, Step 3 Position Allocation in the Planning Department Effective as of September 12, 2023, with the Requirement to Review the Position Status on a Six-Month Basis.

Human Resources (HR) staff have recommended that the out-of-class salary and allocation from the Planner I's current rate of \$30.715 per hour, with the added differential to the Administrative Technician, Step 3 at \$32.425 per hour.

The staff position duties have evolved due to the implementation of the Tyler permitting system project and changes associated with its implementation. Duties associated with that activity are not within the Planner I job duties and there was, is and will be, a critical need to complete the implementation of the project.

Rachelle Ziegenfuss is handling the subject-matter expert aspects of the Tyler project and is instrumental for project implementation and future success of the project.

Human Resources (HR) staff have recommended that the out-of-class salary and allocation commensurate with the Planner I's current rate of \$30.715 per hour, with the added differential to the Administrative Technician, Step 3 at \$32.425 per hour.

Salary savings in the FY23/24 Planning Budget staff allocations are sufficient to cover the salary differential.

See attachments for HR recommendation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous Board actions on this request have occurred.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Inability to comply with Human Resources recommendations.

FINANCIAL IMPACT

No budget action is requested, because savings from existing Planning Department budgeted staff allocations vacant staffing allocations are sufficient to cover the increase.

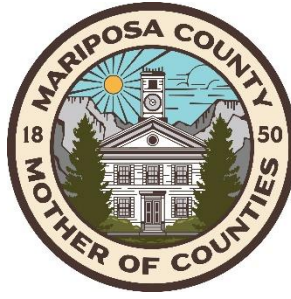
ATTACHMENTS

1. **HR Recommendation Letter**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: None

Abel Del Real-Nava
Assistant County Administrative
Officer/Human Resources Director



4988 Bullion Street, Suite B
P.O. Box 1917
Mariposa, California 95338
209-742-1379
FAX 209-742-1378
adnava@mariposacounty.org

5/6/2024

Chris Ferbrache, Senior Administrative Analyst Via E-mail at
cferbrache@mariposacounty.org

Dear Chris,

Subject: Approval of Out-of-Class Salary Request Recommendation for Rachelle Ziegenfuss

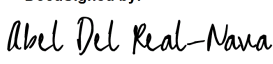
I have reviewed your letter dated April 29, 2024 with Subject *Decision Regarding Out-of-Class Salary Request for Rachelle Ziegenfuss, Planner I* and approve the request based on your recommendation:

“...Rachelle Ziegenfuss’s salary be adjusted to Administrative Technician I, Step 3, at \$32.425 per hour, which represents a 5% increase from her current rate of \$30.715 per hour. This adjustment is to be effective from September 12th, 2023.”

Additionally, A review will be conducted every six months, starting from the date of this adjustment. Should Rachelle’s duties revert to those typical of a Planner I, or should other pertinent changes occur, it is imperative that the department head notifies Human Resources within seven calendar days, in accordance with organizational policies and job requirements.

Please work with the corresponding staff to implement this decision. If you have any questions, please let me know. Thank you for your detailed review of this request and recommendation.

Sincerely,

DocuSigned by:

6FFCC643E1F241F...

Abel Del Real-Nava, EMBA, SHRM-SCP, CLRP, IPMA-SCP
Assistant County Administrative Officer/Human Resources Director

Carbon Copied:

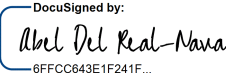
- Steve Engfer, Planning Director,
- Rachelle Ziegenfuss, Planner I, and
- Master Personnel File for Rachelle Ziegenfuss

Certificate Of Completion

Envelope Id: D6F25A09A5454A6EB369B401A4E8CA1C	Status: Completed
Subject: 20240606 Approval of Out-of-Class Salary Request Recommendation for Rachelle Z.docx	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Abel Del Real-Nava
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5100 Bullion St FL 2
	Mariposa, CA 95338
	adnava@mariposacounty.org
	IP Address: 64.118.100.36

Record Tracking

Status: Original	Holder: Abel Del Real-Nava	Location: DocuSign
5/6/2024 4:45:55 PM	adnava@mariposacounty.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: County of Mariposa	Location: DocuSign

Signer Events	Signature	Timestamp
Abel Del Real-Nava	DocuSigned by:  6FFCC643E1F241F...	Sent: 5/6/2024 4:46:16 PM
adnava@mariposacounty.org		Viewed: 5/6/2024 4:46:27 PM
Mariposa County		Signed: 5/6/2024 4:48:44 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Freeform Signing
	Using IP Address: 64.118.100.36	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Chris Ferbrache	COPIED	Sent: 5/6/2024 4:48:44 PM
cferbrache@mariposacounty.org		Viewed: 5/6/2024 4:59:56 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/14/2024 8:48:57 AM
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Rachelle Ziegenfuss	COPIED	Sent: 5/6/2024 4:48:45 PM
rirby@mariposacounty.org		Viewed: 5/6/2024 4:51:03 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 9/7/2023 11:52:07 AM
ID: 4545e2a7-e3a5-4bd4-8291-03521e2db0d5

Carbon Copy Events	Status	Timestamp
Steve Engfer sengfer@mariposacounty.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/6/2024 4:48:44 PM Viewed: 5/7/2024 9:06:02 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2023 9:58:59 AM ID: b36e3091-1450-41b9-b2c9-9f8b2145691e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2024 4:46:16 PM
Certified Delivered	Security Checked	5/6/2024 4:46:27 PM
Signing Complete	Security Checked	5/6/2024 4:48:44 PM
Completed	Security Checked	5/6/2024 4:48:45 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 2024-235

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Appoint Joe Lynch as the County Administrative Officer, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Appoint Joe Lynch as the County Administrative Officer, Effective Immediately

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mr. Lynch has been the interim County Administrative Officer since May 11th, 2024, at the full salary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Mr. Lynch will remain the interim CAO.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-236

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Appoint Dr. Kristina Keheley as the Interim Health and Human Services Agency Director with a Salary of \$175,331.75, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Appoint Dr. Kristina Keheley as the Interim Health and Human Services Agency (HHSA) Director with a Salary of \$175,331.75, Effective Immediately

BACKGROUND AND HISTORY OF BOARD ACTIONS

Dr. Keheley is the current Division Director of Health Services. She has a Bachelor's Degree in Psychology and a PhD in Public Health with a focus on psychiatric epidemiology.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint, and HHSA will be left without a director.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

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 IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-237

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Approve Setting a \$30 Non-Refundable Filing Fee for Assessment Appeal Applications, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve Setting a \$30 Non-Refundable Filing Fee for Assessment Appeal Applications, Effective Immediately.

In the last two years, the Clerk of the Boards Office has seen an uptick in the number of applications received. From 2017 through 2021, the Clerk of the Boards Office received one or two applications. Some applicants file and then never respond, show up, or postpone.

The steps that the Clerk of the Board must take in order to handle an application from start to finish are as follows:

- 1) Intake and validation of an application - If everything is included and there is nothing missing, this takes 20-30 minutes from receiving to filing.
- 2) Setting up a hearing date - this takes an average of 20 minutes if the Clerk sets the hearing date.
- 3) Sending the necessary notices - From writing the letter and getting it in the mail, this can take 30 - 45 minutes.
- 4) Facilitating the hearing - No definite time, could be as few as 10 minutes per application or up to an hour.
- 5) Transcription (if requested) - This has not yet been requested, but could take hours as transcripts need to be verbatim.
- 6) Sending a notice of decisions - If the decision is simple, the letter prep and getting it in the mail will also take roughly 30 minutes.

The Clerk of the Board handles all appeals. Her fully burdened hourly rate is \$44.45. The proposed application fee will not exceed the cost of handling each application, but it will help defray some of the cost.

In the last two years, the Clerk of the Board received:

2022 - Eight Applications

2023 - Twelve Applications

Regular Assessment Filing is from July 1 to November 30th. However, some appeals can be done at any time. For **2024**, we have already received two applications for supplemental appeals.

Assessment appeals can take significant time for the Clerk of the Board. After discussing this with fellow counterparts, we learned that many counties have a filing fee.

The following are some county's non-refundable filing fees:

Inyo - \$22.80

Mono - \$23

Merced - \$30

Tuolumne - None that could be located

Alpine - \$30

Modoc - \$30

Los Angeles - \$46

Napa - \$50

Sacramento - \$30

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has not historically charged a fee for filing the Assessment Appeals Applications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and assessment appeals application fees will remain status quo.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: **CLOSED SESSION:** Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

☐ 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)

☒ 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

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

☒ CONFERENCE WITH LEGAL COUNSEL:

☒ Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review:

(Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Government Code Section 54954.5)

[] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:

Agency negotiator:

Closed session will concern: () price; () terms of lease/purchase.

[] THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: **CLOSED SESSION:** Conference with Legal Counsel: Anticipated Litigation: Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code section 54956.9; Number of Cases to be Discussed: 1

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: 1

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

☐ CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:

Agency negotiator:

Closed session will concern: () price; () terms of lease/purchase.

[] THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. C24-8

C24-8

RECEIVED

MAY 13 2024

S

COUNTY OF MARIPOSA CLAIM FORM

MARIPOSA CO. COUNSEL
RISK MGMT.

CLAIM OF Joshua A. Dominguez
(Claimant)

v.

CLAIM FOR PERSONAL INJURY
AND/OR PROPERTY DAMAGE
(Government Code § 910)

COUNTY OF MARIPOSA

RECEIVED

MAY 13 2024

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

BOARD OF SUPERVISORS

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Joshua A. Dominguez
Whose address is: 5720 Carlton Rd
City and State: Mariposa, CA Zip: 95338
Contact Phone: 310-477-1700 Email: econtreras@panish.law

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of \$to be determined.

This claim is based on: (CHECK APPROPRIATE BOX OR BOXES)

- ☒ Property Damage ☐ Other (Please List)
☒ Personal Injury
☐ Contract

which occurred on 12/16, 2023 in the vicinity of (place where incident occurred):
(MONTH/DAY)

SR 49 at intersection with Silva Rd

(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: (Please provide another page if more space is needed.)

See attachment.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

See attachment.

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

See attachment.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care	\$ to be determined
Loss of earnings	\$ to be determined

Specific damages (ITEMIZE & PROVIDE 3 REPAIR ESTIMATES)

	\$ to be determined
	\$ to be determined

Other damages (ITEMIZE)

	\$ to be determined
	\$ to be determined

TOTAL DAMAGES INCURRED TO DATE: \$ to be determined

Estimated future damages as far as known from this incident:

Total estimated prospective damages:	\$ 4,000,000

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM:	\$ 5,000,000.00

All notices or other communications with regard to this claim should be sent to claimant at:

Panish Shea Ravipudi LLP, c/o Erika Contreras, Esq. 11111 Santa Monica Blvd #700, Los Angeles CA 90025

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

****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.**

Dated: 5/09/2024

Signed

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

PANISH | SHEA | RAVIPUDI LLP
 ERIKA CONTRERAS, State Bar No. 260230
econtreras@panish.law
 ROBERT S. GLASSMAN, State Bar No. 269816
rglassman@panish.law
 11111 Santa Monica Boulevard, Suite 700
 Los Angeles, California 90025
 Telephone: 310.477.1700
 Facsimile: 310.477.1699

PAIJUK LAW PC
 GEORGE PAIJUK, State Bar No. 324850
george@paijuklaw.com
 3300 Foothill Boulevard, Suite 8215
 La Crescenta, California 91214
 Telephone: 818.532.1890
 Facsimile: 818.532.1891

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF MARIPOSA**

JOSHUA DOMINGUEZ, an individual,

 Claimant,

 v.

COUNTY OF MARIPOSA, a municipality,
 and DOES 1 through 50, inclusive,

 Respondent.

CLAIM FOR DAMAGES

**GOVERNMENT CLAIM PURSUANT TO
 GOVERNMENT CODE SECTIONS 905
 AND 910, ET SEQ.**

Pursuant to the provisions of §§ 905 and 910 et seq. of the California *Government Code*, claims for damages are hereby made against the COUNTY OF MARIPOSA ("Respondent") in an amount in excess of the minimum jurisdictional limits of the Superior Court of the State of California. In support of said claim, the following information is submitted:

1. **CLAIMANT:** JOSHUA DOMINGUEZ, an individual.
2. **Address:** 5720 Carlton Rd, Mariposa, CA 95338.
3. **Address to Which CLAIMANT Requests Correspondence to be Mailed:**

PANISH SHEA RAVIPUDI LLP, c/o Erika Contreras, Esq., 11111 Santa Monica Boulevard, Suite 700, Los Angeles, CA 90025; (310) 477-1700.

1 4. **Date of Incident:** December 16, 2023.

2 5. **Location of Incident or Accident:** State Road 49 at the intersection of Silva Road
3 in Mariposa, California, 95338.

4 6. **Basis of Claim:**

5 Claimant Joshua Dominguez was involved in a rear-end collision and has suffered severe
6 person injuries as a result.

7 This is a general description only. Some details are not now known by the Claimant at this
8 time, but rather, only known by those against whom this claim is made. Claimant, therefore,
9 expressly reserves the right to amend this claim, or to amend the pleadings during the course of
10 litigation when information is learned.

11 At approximately 7:10PM on December 16, 2023, Claimant Joshua Dominguez was
12 travelling southbound on State Road 49 in a Silver Chevy Colorado, California license plate no.
13 ACTC75 in Mariposa, California. Claimant Dominguez came to a stop at the Silva Rd.
14 intersection, waiting to make a left turn onto Silva Rd. At the same time, Tchukon James Robin
15 Shanks was also travelling southbound on State Road 49 at approximately 55 miles per hour,
16 behind Claimant Dominguez. Mr. Shanks failed to stop for traffic in front of him, and rear-ended
17 Claimant's vehicle. The collision propelled Claimant's vehicle into a nearby ravine, where it came
18 to rest.

19 7. **Why CLAIMANT Believes the County is Responsible:**

20 The area where the collision occurred on State Road 49 at the intersection at Silva Road in
21 Mariposa, CA (hereinafter the "Subject Roadway") at the time of this incident constituted a
22 dangerous condition of public property pursuant to *Government Code*, Section 835. Claimant's
23 injuries were proximately caused by the dangerous condition and the dangerous condition created
24 a reasonably foreseeable risk of injury, and that either, a) a negligent or wrongful act or omission
25 of an employee or independent contractor or agent of the public entity listed above within the
26 scope of his or her employment created the dangerous condition, or b) the public entity listed
27 above has actual or constructive notice of the dangerous condition under *Government Code*
28 Section 835.2 and sufficient time prior to the subject incident to have taken measures to protect

1 against the dangerous condition. The Subject Roadway was owned, controlled, and maintained by
2 the State. Therefore the State of California is liable for the same under Government Code sections
3 815.2, 815.3, 820, 835, 835.2.

4 The Subject Roadway had various dangerous conditions existing thereon, including but not
5 limited to, the following:

- 6 (a) The Subject Roadway was improperly, dangerously, negligently, and defectively
7 designed, built, placed, drafted, engineered, controlled, maintained, inspected,
8 modified, rehabilitated, planned, contracted, and/or regulated;
- 9 (b) The Subject Roadway was defectively and negligently designed and maintained by
10 failing to provide adequate warnings or signage indicating the presence of a four-
11 way intersection, or any other signs, signals, or forms of warning to alert motorists
12 of the potential of stopped or crossing vehicles at the intersection;
- 13 (c) The Subject Roadway was negligently controlled by allowing a speed limit that
14 was excessive for the sudden presence of stopped vehicles, and by failing to reduce
15 the speed limit in proximity to the presence of stopped vehicles, promoting an
16 unsafe speed that created a dangerous condition at the four-way intersection;
- 17 (d) The Subject Roadway was defectively and negligently designed and controlled
18 without effective or adequate measures, such as signage, warnings, amber flashing
19 lights, or road markings that prompted motorists to slow down or drive with
20 caution in anticipation of stopped vehicles at the four-way intersection;
- 21 (e) The Subject Roadway was improperly, dangerously, negligently, and defectively
22 designed and maintained, as it created a condition in which motorists approaching
23 the intersection were unable to observe vehicles stopped or crossing at the four-way
24 intersection and no warning, signage, light signal, amber signal, or any other kind
25 of signal was provided to inform motorist about the status of intersection traffic;
- 26 (f) The Subject Roadway was improperly, dangerously, negligently, and defectively
27 designed and maintained, as the above-referenced dangerous conditions led to
28 recurring vehicles colliding into numerous objects along the Subject Roadway,

1 including vehicles colliding into other motor vehicles, and/or crashing into fixed
2 objects;

3 (g) The Subject Roadway was improperly, dangerously, negligently, and defectively
4 designed and controlled in its failure to provide any mechanism to control the speed
5 or flow of traffic, or break up the flow of traffic, thereby allowing motorists to
6 reach unsafe speeds into the intersection, resulting in vehicular collisions;

7 (h) The Subject Roadway was improperly, dangerously, negligently, and defectively
8 designed and maintained by its failure to implement or apply any kind of speed
9 bumps, speed humps, speed tables, rumble strips, or any other road measures to
10 prevent and control against motorists travelling into the intersection at high speeds;

11 (i) The Subject Roadway was improperly, dangerously, negligently, and defectively
12 designed and maintained by its failure to restripe the lanes along the roadway as a
13 precautionary measure to improve traffic flow and reduce risk of collisions;

14 (j) The Subject Roadway was improperly, dangerously, negligently, and defectively
15 designed and maintained by its failure to have painted signals on the road to
16 indicate to motorists the potential of stopped or crossing vehicles;

17 (k) The Subject Roadway was improperly, dangerously, negligently, and defectively
18 designed and maintained by its failure to have adequate lighting at the intersection
19 such that motorist can see the presence of stopped or crossing vehicles at the
20 intersection;

21 (l) The combination of the above-referenced dangerous conditions created a concealed
22 trap to foreseeable users of the Subject Roadway such as Claimant.

23 Claimant is informed and believes, and thereon alleges, that Respondent owned, built,
24 drafted, engineered, designed, inspected, regulated, modified, directed, supervised, planned,
25 contracted, maintained and controlled the Subject Roadway. Claimant is further informed and
26 believes, and thereon alleges, that Respondent negligently and/or recklessly owned, built, drafted,
27 engineered, designed, inspected, regulated, modified, directed, supervised, planned, contracted,
28 maintained and controlled the Subject Roadway. Claimant is further informed and believes that

1 Respondent's misconduct and/or negligence in causing, creating, allowing to exist and to continue
2 to exist said dangerous condition(s) with respect to the Subject Roadway, created a reasonably
3 foreseeable risk of injury to motorists using the Subject Roadway in a reasonable manner. Based
4 upon the aforementioned facts, said Subject Roadway constituted a dangerous condition of public
5 property at the time of the subject incident for many reasons, including but not limited to, those
6 stated above and the following:

7 (a) The Subject Roadway was dangerously and defectively planned, designed,
8 drafted, engineered, constructed and positioned, and was either not approved in accordance with
9 standard procedure, regulations and statutes (thereby violating same) or could not reasonably have
10 been approved by any appropriate and responsible governmental entity or any delegates and/or
11 agents thereof;

12 (b) To the extent the design of the Subject Roadway, was approved, if any
13 approval was requested and given, the requesting and responding authority(ies)/delegate(s) and
14 agent(s) were incompetent or failed to possess the requisite skills and expertise to render a
15 reasonable evaluation of the benefits, risks and dangers of the plan as submitted or amended and
16 approved;

17 (c) To the extent the design of the Subject Roadway was approved, said
18 approval was unreasonable and constituted a manifest abuse of discretion, or was otherwise
19 negligent by failing to address the applicable engineering standards and conditions then existing or
20 reasonably contemplated to exist in the future, once said design was implemented;

21 (d) The Subject Roadway was at all times dangerous, improperly and
22 defectively maintained, managed, inspected, installed, repaired, modified, reviewed and evaluated,
23 if in fact it was maintained, managed, inspected, reviewed and evaluated. To the extent such
24 functions were not performed, they should have been, and to the extent they were performed, they
25 were done improperly, negligently, and violated applicable engineering standards and regulations
26 pertaining to similarly situated roadways;
27
28

1 (e) The Subject Roadway was at all relevant times in a dangerous condition due
2 to the lack of appropriate signage, markings, warnings, appropriate speed limit or other measures
3 necessary to prevent traffic collision incidents of the type that occurred in this case.

4 (f) There was negligence by the agents and/or employees of Respondent in the
5 ownership, control, construction, maintenance, inspection, placement, supervision, repairs, design,
6 modifications of and to the Subject Roadway including creating and failing to warn against a non-
7 obvious and concealed trap. There was further negligence in failure to properly supervise, educate,
8 train, monitor and test workers including employees, agents and/or independent contractors who
9 were responsible for doing the acts and tasks noted above. There was further negligence in a
10 failure to warn of these known risks and hazards, some of which were created by Respondent and
11 some of which existed for a sufficient period of time to provide warnings and/or remove the risk
12 or hazard and failure to warn of previous similar incidents;

14 (g) The area of the subject incident was in a dangerous condition because of the
15 failure to exercise due care in the ownership or control of the Subject Roadway, in that the lack of
16 signage, markings, as well as other dangers noted above, created a concealed trap. There was a
17 failure to warn of these known risks and hazards, some of which were created by Respondent and
18 some of which existed for a sufficient period of time to provide warnings and/or remove the risk
19 or hazard.

21 Claimant is informed and believes, and thereon alleges, that said dangerous condition(s)
22 were not nor would not have been reasonably apparent to, and were not nor would not have been
23 anticipated by, persons exercising due care, such as Claimant. For those reasons and others stated
24 above, the Subject Roadway constituted a concealed trap for those exercising due care and acting
25 in a foreseeable manner, including Claimant. Claimant is further informed and believes, and
26 thereon alleges, that said dangerous condition(s) were the legal, direct and proximate cause of the
27 injury and damages suffered by Claimant..

28 Claimant further alleges that Respondent and its employees, agents, servants and

independent contractors, also face liability for Claimant's damages pursuant to Government Code Sections 815.2, 815.4 and 820(a) et seq., for negligently, carelessly, and/or recklessly owning, designing, maintaining, allowing, permitting, regulating, controlling, servicing, inspecting, repairing, modifying, altering, monitoring, improving, constructing, warning or failing to warn, and/or supervising in regards to the Subject Roadway, and said negligent, careless and reckless acts or failures to act created said dangerous and defective condition(s) of said roadway which legally caused the subject incident and the injuries and damages of Claimant, as herein alleged.

8. **Description of Injury and Damages Claimed:** Claimant Joshua Dominguez has incurred property and medical expenses in an amount to be stated according to proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*. Claimant Joshua Dominguez has also suffered catastrophic personal injuries and incurred medical expenses in a sum in excess of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*.

Claimant's damages are in excess of the jurisdictional minimum of the Superior Court of the State of California. The exact amount of said losses will be stated according to proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*.

9. **Name and Department of County Employee who Allegedly Caused Injury or Loss:** This claim is brought against the County of Mariposa and all of the supervisors, trainers, and hirers, as well as everyone responsible for the inspection, training, maintenance, repair and control of the area where the incident occurred.

10. **Names, Addresses and Telephone Numbers of Witnesses** Notwithstanding the future discovery of additional witnesses, Claimant believes the following are likely witnesses at this time:

a. Involved Motorist Tchukon James Robin Shanks

b. Involved Motorist Tamra Gail Reed

11. **The Amount Claimed:**

None stated pursuant to Government Code section 910(f). This is NOT a limited civil case. Jurisdiction belongs in the Superior Court as an unlimited jurisdictional case and exceeds its

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jurisdictional limits.

12. **Reservation of Right to Amend and/or Supplement Claim**: Claimant reserves the right to amend and/or supplement this Claim for Damages, including asserting new theories of liability or causes of action, upon discovery of new or additional information or facts. Claimant reserves the right to supplement or amend these claims as discovery proceeds in this matter.

DATED: May 10, 2024

PANISH | SHEA | RAVIPUDI LLP

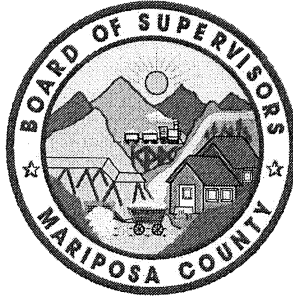
By:



Erika Contreras
Attorneys for Plaintiffs

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 SHANNON POE
District 3 DANETTE TOSO
District 4 WAYNE FORSYTHE
District 5 MILES MENETREY



DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

May 13, 2024

Panish Shea Ravipudi LLP
c/o Ericka Contreras Esq.
11111 Santa Monica Blvd #700
Los Angeles CA 90025

Re: County Claim C24-8

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated May 13, 2024. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C24-8 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: June 4, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Receive Presentation from Pacific Gas and Electric (PG&E) on Road Restoration

RECOMMENDATION AND JUSTIFICATION

Receive Presentation from Pacific Gas and Electric (PG&E) on Road Restoration

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has received presentations from outside partners in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not take up the item and miss the opportunity to learn about what PG&E is doing to restore roads.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mariposa Board of Supervisors Presentation_20240604

Pacific Gas and Electric Company

Mariposa Board of Supervisors: Road Restoration Presentation

June 4, 2024



Safety

Preparedness Tips

Always be prepared in case of a natural disaster or an emergency

Build a disaster supply kit for you, your family or your business

Be sure to include food, water, medication, flashlights, first aid kits, a list of emergency contacts and more

Visit safetyactioncenter.pge.com to help prepare for an emergency



Topics For Discussion

- 1 Identifying and Reducing Wildfire Risk
- 2 Undergrounding and System Upgrades
- 3 Vegetation Management
- 4 Enhanced Powerline Safety Settings
- 5 Public Safety Power Shutoffs
- 6 Customer Resources
- 7 Open Discussion

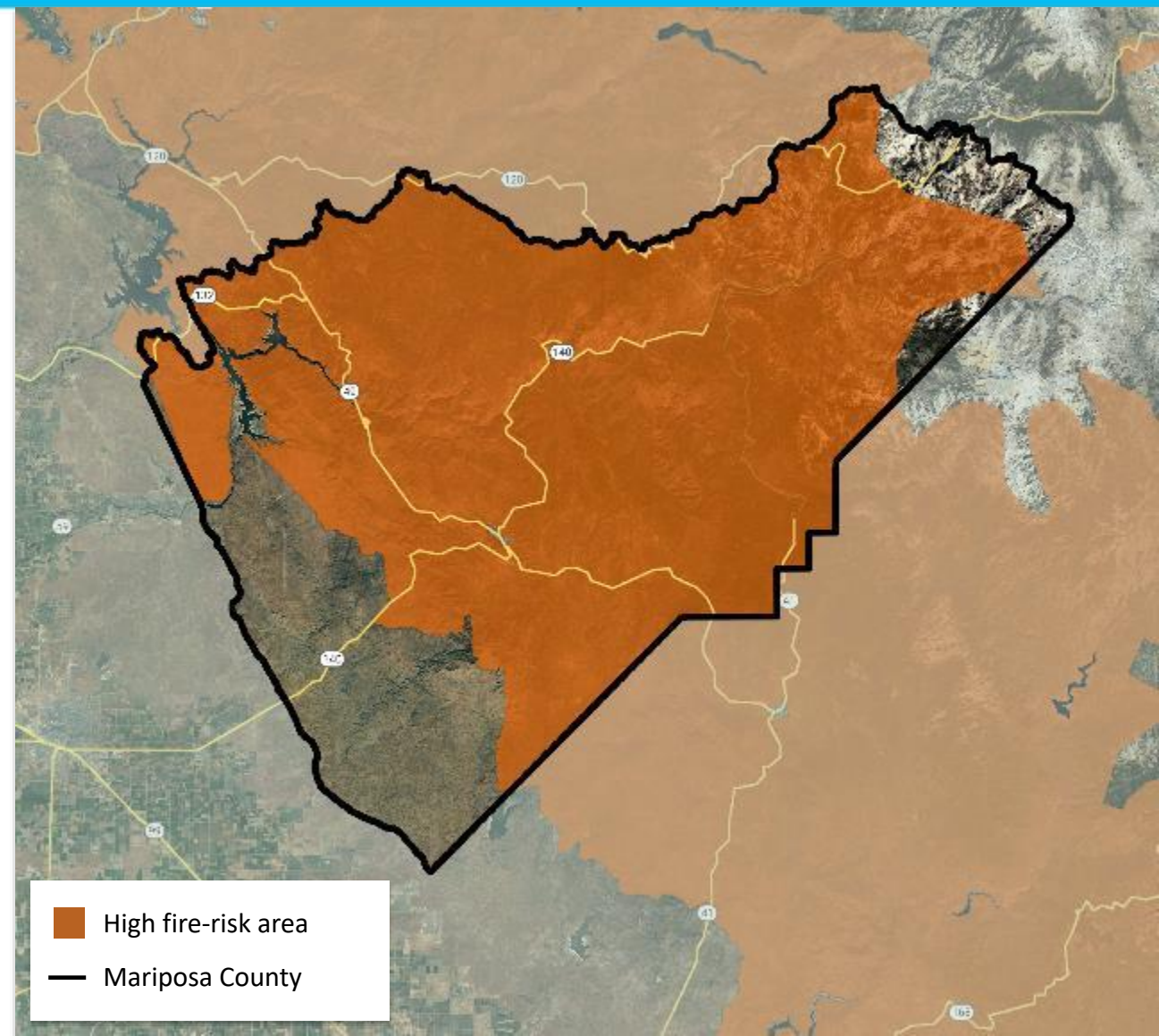


Identifying and Reducing Wildfire Risk



Wildfire Risk in Your Community

PG&E's high fire-risk area map helps us target wildfire mitigation efforts in the areas and communities at highest risk.



Layers of Wildfire Protection



Situational Awareness

- A New Tools and Technology:** Installed over 2,000 weather stations and high-definition cameras with AI to better predict, monitor and respond to wildfires and severe weather



Operational Mitigations

- B Enhanced Powerline Safety Settings:** Installed on 44,000+ line miles in and around high fire-risk areas. These settings automatically shut off power within one-tenth of a second if a hazard is detected
- C Public Safety Power Shutoff:** Turning off power for safety as a last resort during severe weather



Resiliency Work

- D New, Strengthened Equipment:** Installing strong poles and covered powerlines on 1,800+ miles of overhead powerlines
- E Undergrounding Powerlines:** Completing 10,000 miles of undergrounding in the highest wildfire risk areas
- F Vegetation Management:** Removing or pruning 1 million+ trees per year to ensure they are a safe distance from powerlines

Reducing Wildfire Risk in Your Community



For illustrative purposes only. Not to scale.

Advanced Situational Awareness Tools

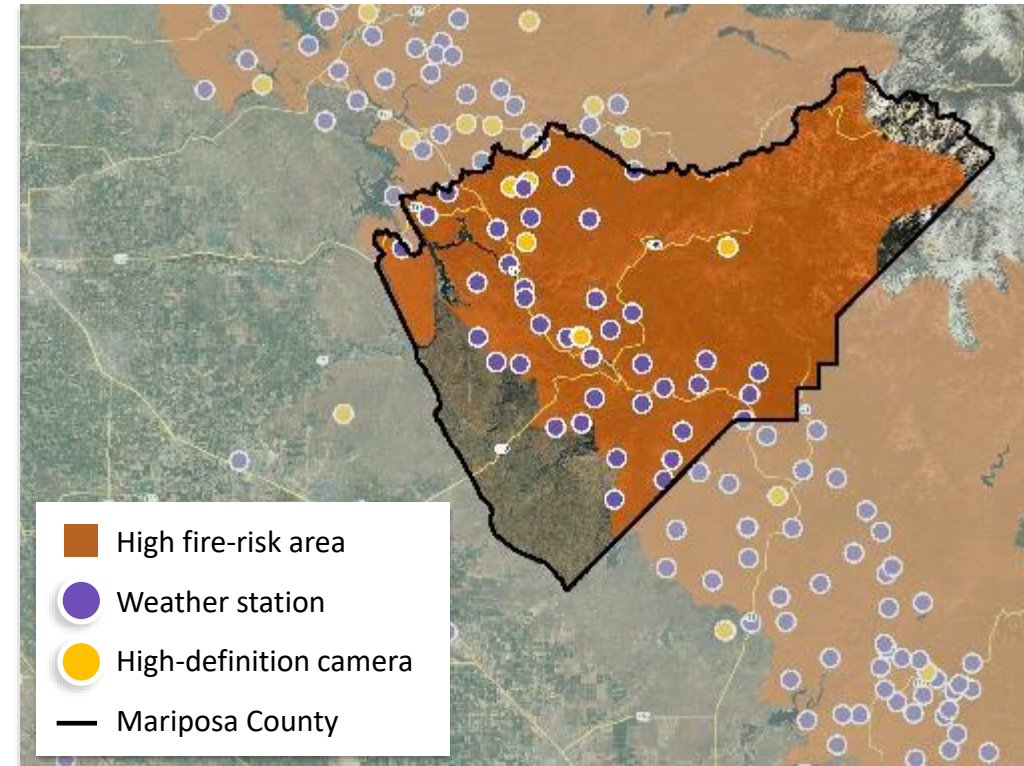
High-definition cameras and weather stations installed in your community allow us to better predict and respond to wildfire risks and severe weather around the clock.

39 Weather stations installed through 2023

24 High-definition cameras installed through 2023



 See camera outputs and locations at alertcalifornia.org.



Data as of 12/31/2024. Locations are approximate and may overlap.

 Customers can view our interactive weather map at pge.com/weather.

Undergrounding and System Upgrades



Strengthening California's Next Generation Electric Grid

We are strengthening our electric system by upgrading powerlines.

This includes both **moving powerlines underground** and **installing strong poles** and **covered overhead lines**. In some cases, we also remove powerlines if areas receive power from a remote grid or if the lines are no longer needed.

These programs:

- ➞ Reduce wildfire risk
- ➞ Enhance long-term safety
- ➞ Improve reliability

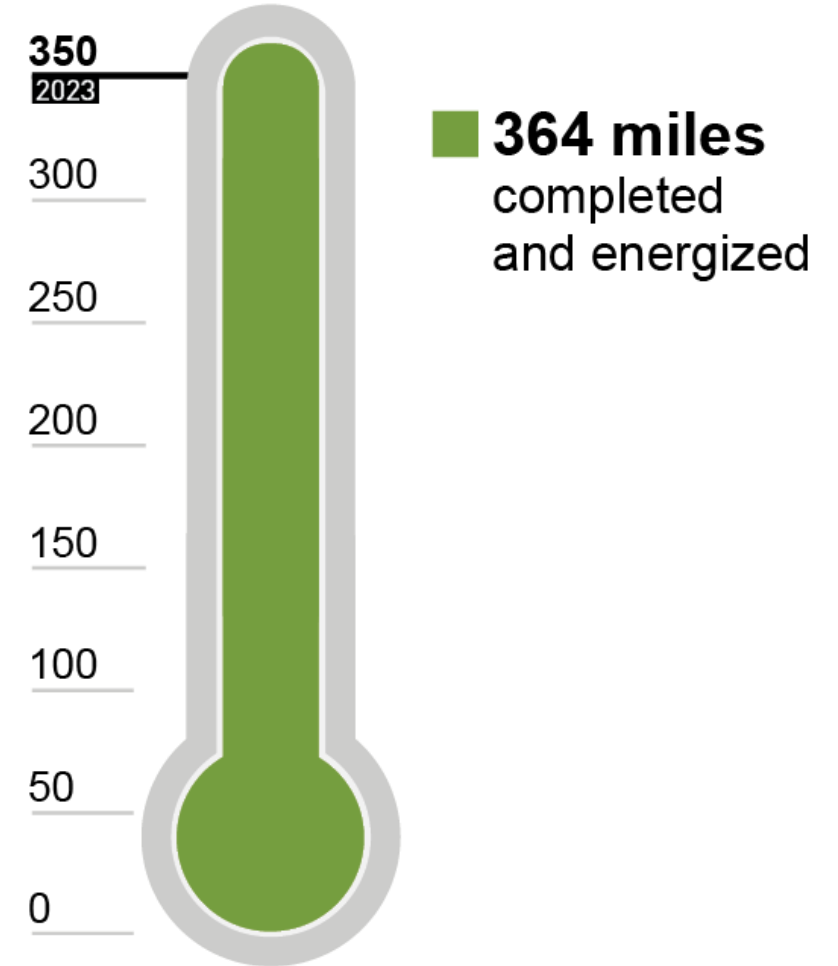


2023 Undergrounding Recap



We exceeded our 2023 goal of completing **350 miles of undergrounding** by the end of the year.

To accomplish this, it took more than **2,000 highly skilled, fully dedicated coworkers** working every day to move powerlines underground across our service area.



Data as of 12/31/23.

2023-2026 General Rate Case Update

In November 2023, the California Public Utilities Commission (CPUC) approved PG&E's 2023-2026 General Rate Case (GRC), funding significant system investments.

As we complete this important undergrounding and overhead hardening work, we will construct projects in areas that align with the GRC's wildfire risk reduction requirements, as well as spending cap and mileage targets.



Undergrounding

Undergrounding **1,230** miles of powerlines by 2026.



Overhead Hardening

Installing **778** miles* of stronger poles and powerlines by 2026.

**Includes limited line removal*

Through 2026 These Programs Will:

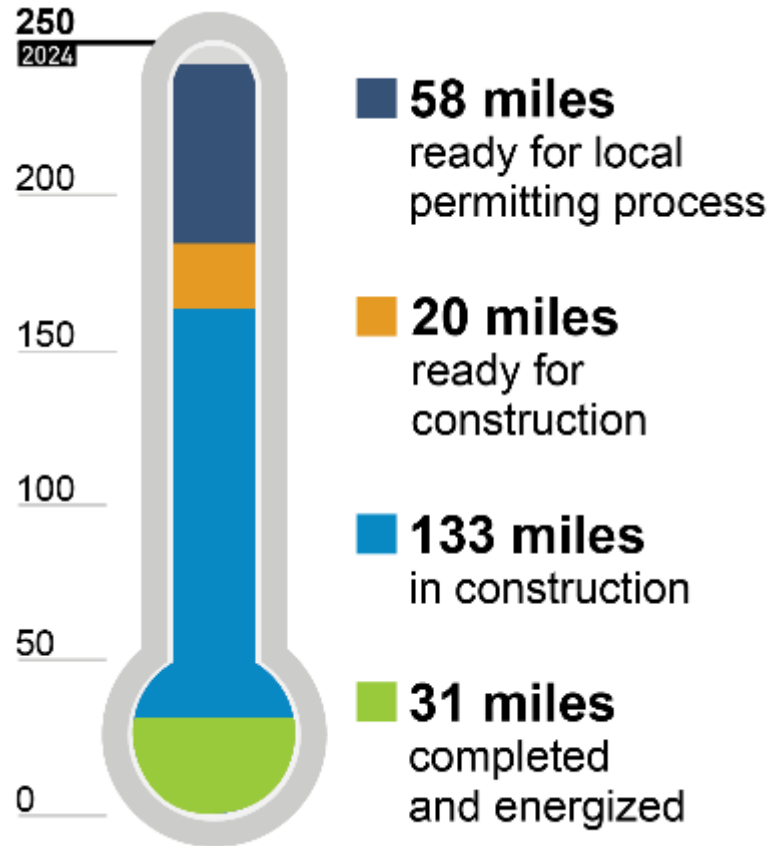


Reduce Risk
by **18%**



Meet Spending
Requirements

2024 Undergrounding Progress



Data as of 5/1/2024.

We have already made significant progress toward our annual goal of undergrounding **250 miles** in 2024.



The 2024 thermometer will be published on the website in the coming weeks and updated monthly at pge.com/undergrounding.

Undergrounding in Mariposa County

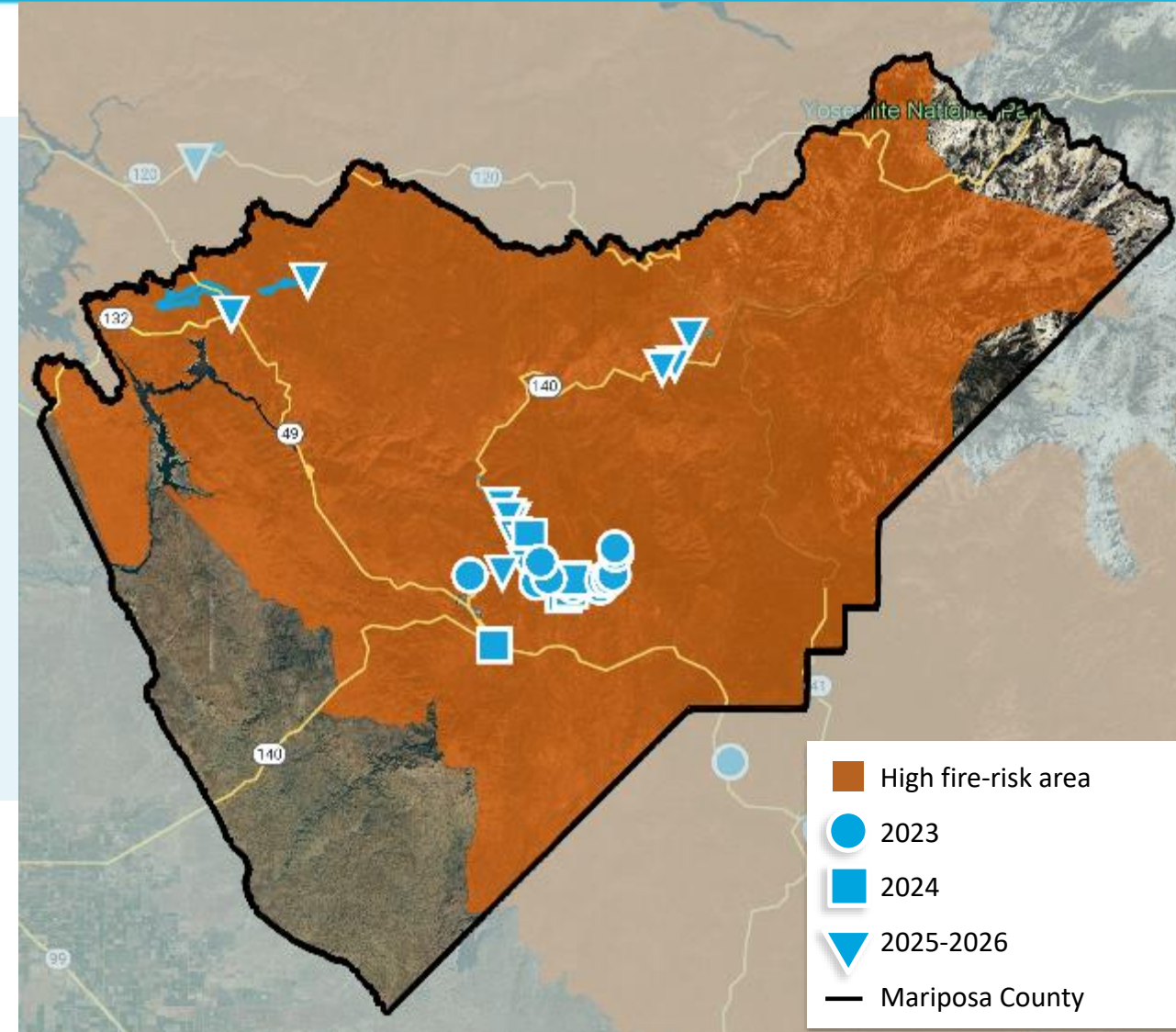
24 Miles completed through 2023

5 Miles forecast in 2024

31 Miles forecast in 2025-2026



Customers can learn more at pge.com/undergrounding.

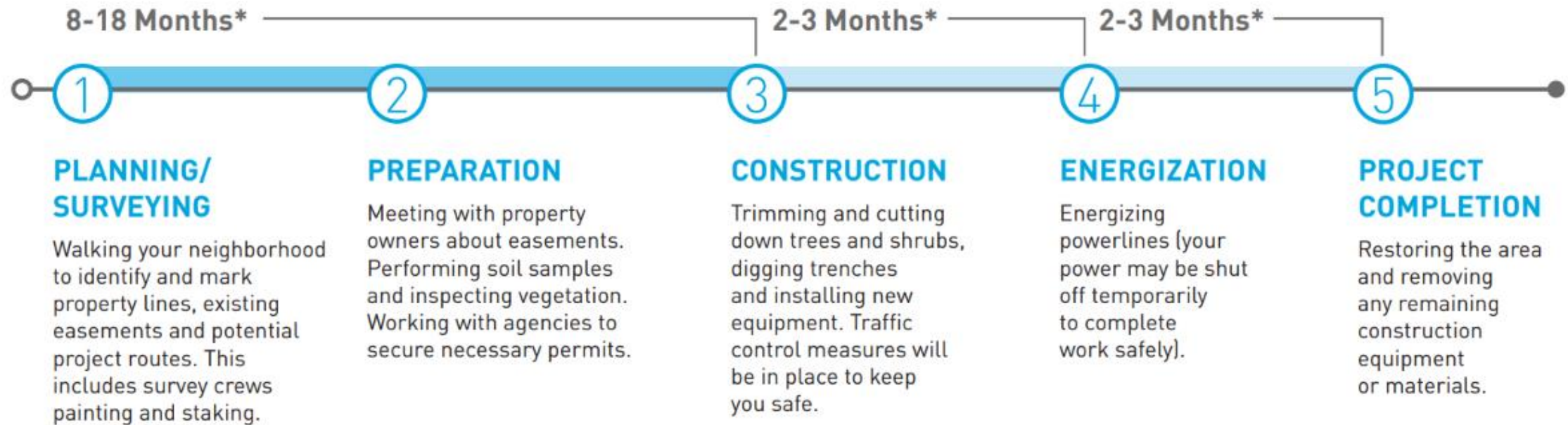


Data as of 4/1/2024. Maps are for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization, and final property and road restoration work may occur after the year of energization.

Undergrounding Project Timeline

Undergrounding projects are complex and can take more than 12-24 months to complete. We will keep nearby customers and property owners informed throughout the process.

Approximate Project Timeline



**Timing is approximate and varies by project. Work may occur in phases. We will follow up with more detailed project information.*

Road Restoration Standards

To the extent possible, PG&E will restore property to conditions comparable to those existing when construction began. Public roads are restored to meet city or county design standards. Private roads are restored similarly, in alignment with pre-construction conditions.

INTERIM RESTORATION



FINAL T-CUT RESTORATION*



Private Road



County Road

FINAL EDGE-TO-EDGE RESTORATION*



**Timing for final road restoration is weather permitting.*

Preparing Our 10-Year Undergrounding Plan

Later this year, we plan to submit our 10-year undergrounding plan to the California Office of Energy Infrastructure Safety (OEIS) with additional details on our work for 2027 and beyond. Following approval from OEIS, we will then submit the OEIS approved plan with a proposal to recover costs to the California Public Utilities Commission (CPUC).

What will be included in the plan:

- ✓ Project selection criteria, locations, targets and timelines
- ✓ Risk reduction and cost benefit comparisons to other wildfire mitigation efforts
- ✓ Cost containment strategies, workforce development plan & external funding plan

What the long-term plan will help do:

- ✓ Improve coordination with agencies, vendors, customers and other stakeholders
- ✓ Reduce costs

Upcoming milestones:

Phase 1 (Midyear 2024*): PG&E files the 10-year plan with OEIS. Phase 1 focuses on focus on risk reduction, site selection and safety

Phase 2 (Midyear 2025*): PG&E files the 10-year plan with the CPUC. Phase 2 focuses on financial elements of the plan

**Timing is subject to change pending receipt of final guidelines and timeline from regulators.*

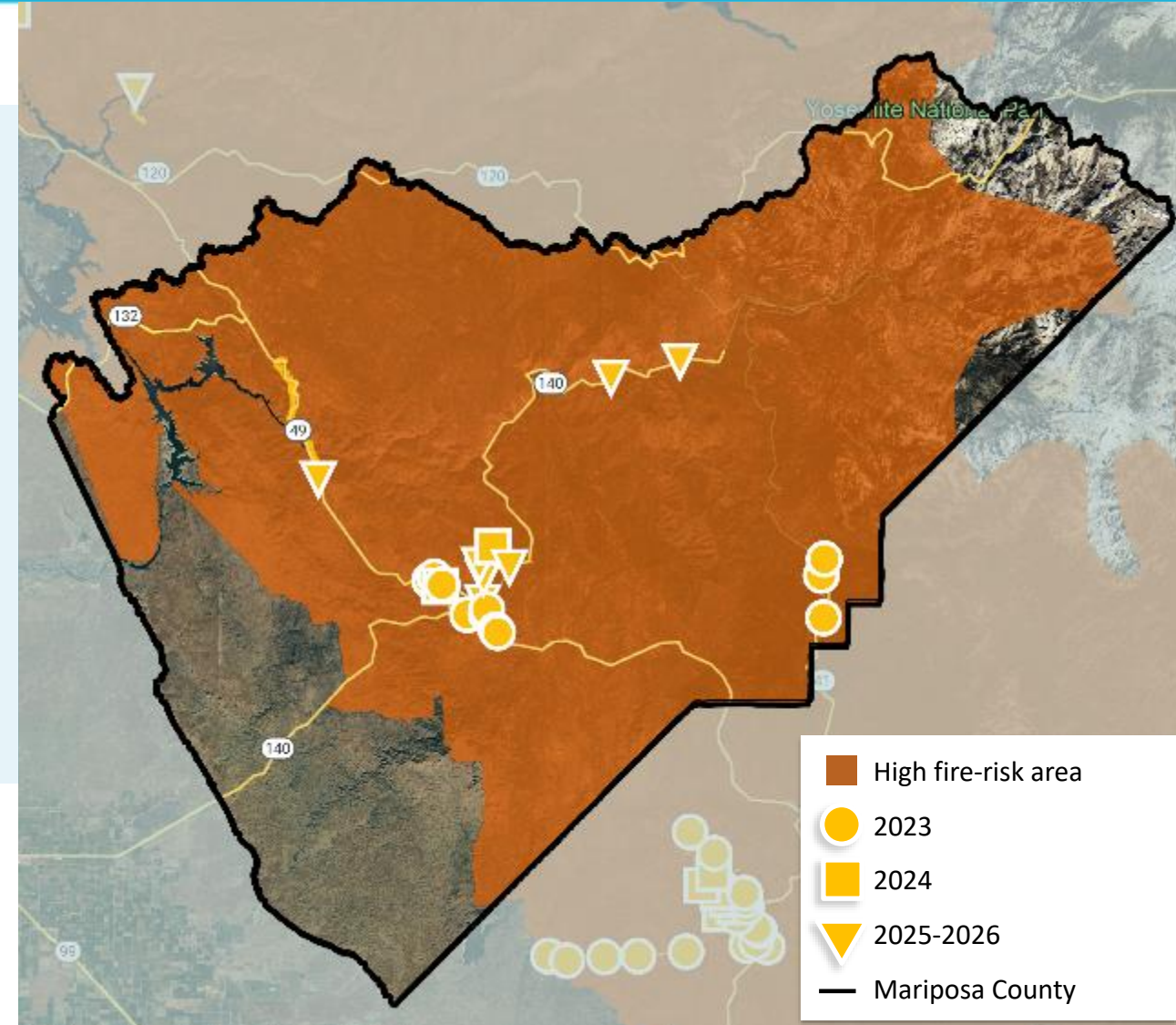
Overhead Hardening in Mariposa County

22 Miles completed
through 2023

3 Miles forecast
in 2024

69 Miles forecast
in 2025-2026

 Customers can learn more at
[**pge.com/systemhardening.**](https://pge.com/systemhardening)



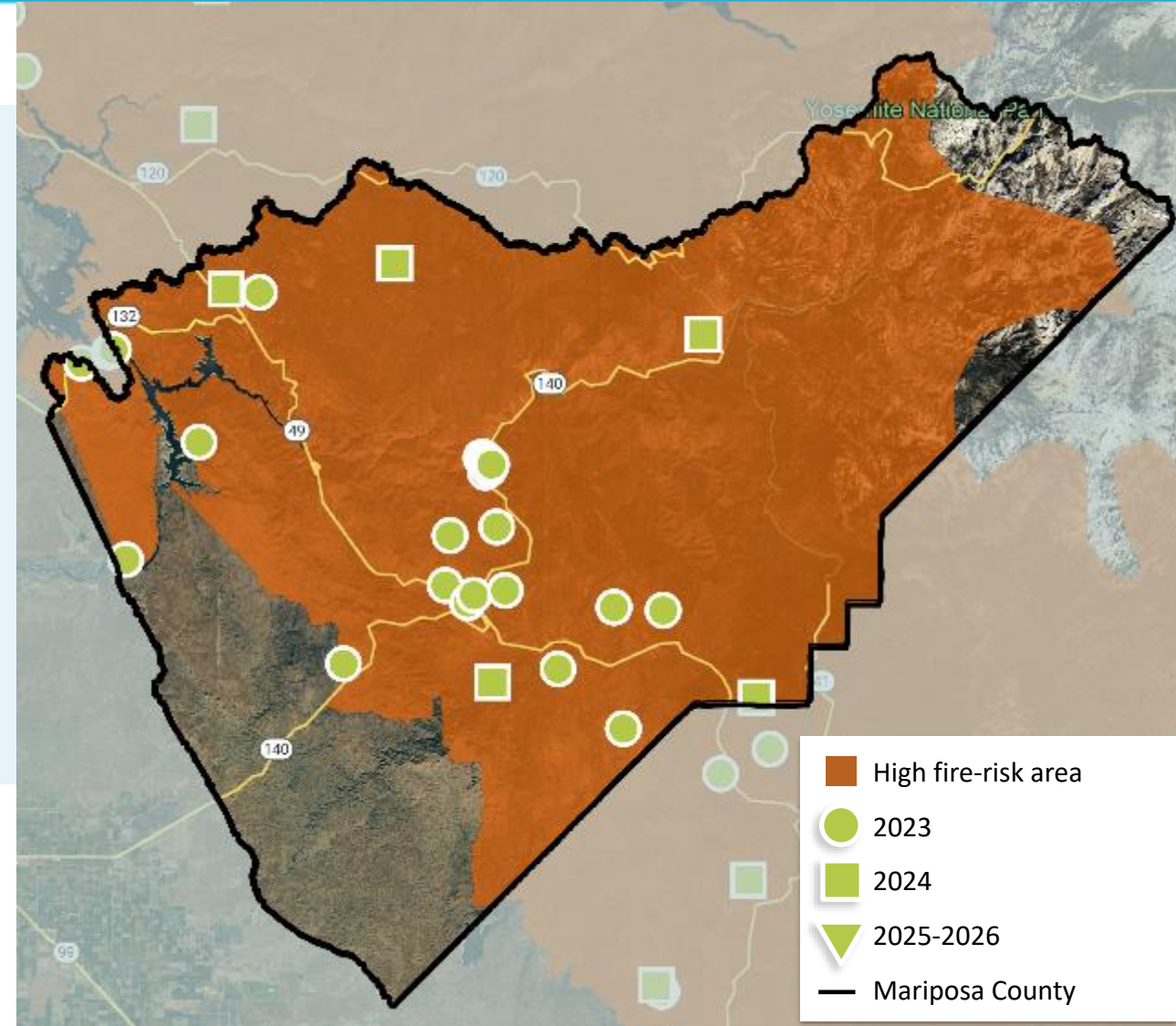
Data as of 4/1/2024. Maps are for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization, and final property and road restoration work may occur after the year of energization.

Line Removal in Mariposa County

- 4 Miles completed through 2023
- 2 Miles forecast in 2024
- 2 Miles forecast in 2025-2026



Customers can learn more at pge.com/systemhardening.



Data as of 4/1/2024. Maps are for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization, and final property and road restoration work may occur after the year of energization.

Undergrounding and System Upgrades KMZ Updates

Our quarterly systemwide KMZ now includes project-level details for both undergrounding and wildfire safety system upgrade efforts (installing strong poles and covered powerlines, line removal).

The KMZ Includes:

- Completed and Forecast Undergrounding (2019-2026)
- Completed and Forecast Work to Install Strong Poles and Covered Powerlines (2018-2026)
- Completed and Forecast Line Removal (2018-2026)



*Screenshot from Undergrounding and System Upgrades KMZ File
Data as of 4/1/2024.*

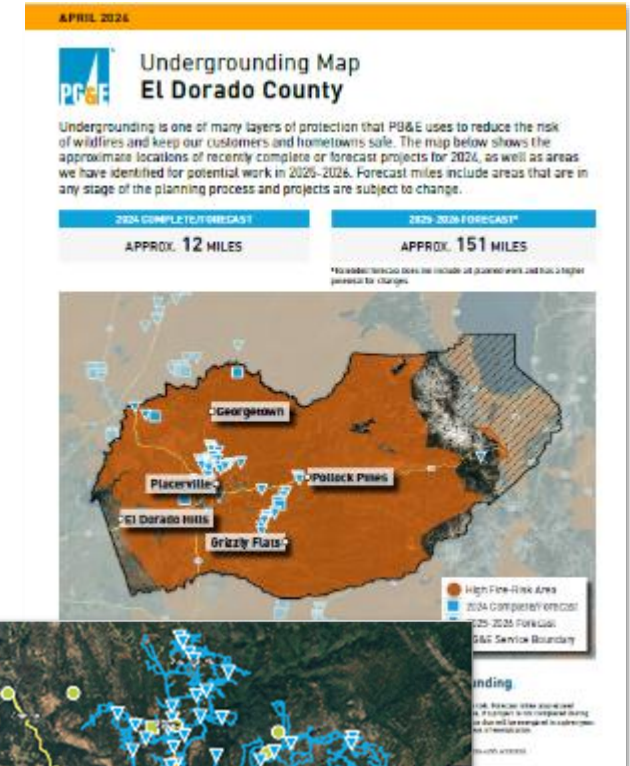
The Data Sharing Portal holds our latest undergrounding and wildfire safety system upgrades (overhead hardening and line removal) workplan updates.

The portal is updated quarterly and includes:

- Individual PDF city/county maps (undergrounding)
- An interactive KMZ map and key (undergrounding, overhead hardening and line removal)
- A workplan spreadsheet with project-specific details (undergrounding, overhead hardening and line removal)



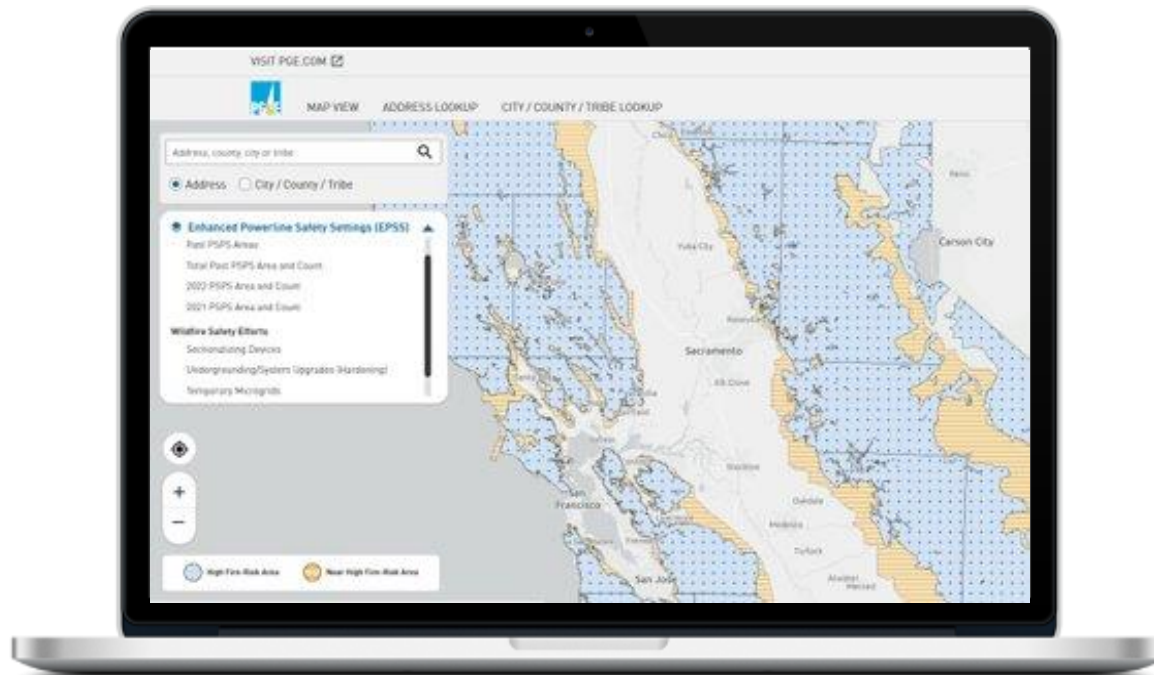
If you would like access to the portal, please email undergrounding@pge.com



PDF map and KMZ screenshot
Data as of 04/01/2024

Wildfire Safety Progress Map

The Wildfire Safety Progress Map is a comprehensive, interactive map of PG&E wildfire safety work and progress for customers.



Visit pge.com/progressmap to learn more

The map includes data related to:

- System Upgrades (Hardening)
 - Installing Strong Poles and Covered Powerlines
 - Undergrounding
 - Line Removal
- Sectionalizing Devices
- Temporary Microgrids
- Enhanced Powerline Safety Settings (EPSS)
- Public Safety Power Shutoffs (PSPS)
- Customer Assistance Programs
 - Self-Generation Incentive Program
 - Permanent Battery Storage Rebate

Vegetation Management



Keeping Trees Away from Powerlines

When trees are too close to overhead powerlines, they can cause a power outage or a wildfire.

That's why each year we:

- ✓ Inspect ~100,000 miles of powerlines
- ✓ Perform additional inspections in areas with increased wildfire risk
- ✓ Trim or cut down more than 1 million trees that pose a safety concern
- ✓ Address dead, dying or hazardous trees



Additional Vegetation Work to Keep Your Community Safe

We also reduce wildfire risk through additional vegetation work.

This year, across our service area, we are:

- ✓ Reviewing and cutting down trees that pose a safety concern
- ✓ Conducting additional inspections in high fire-risk areas near circuits with an increased risk for vegetation-caused outages
- ✓ Trimming additional trees near circuits that have experienced a high volume of vegetation-caused power outages

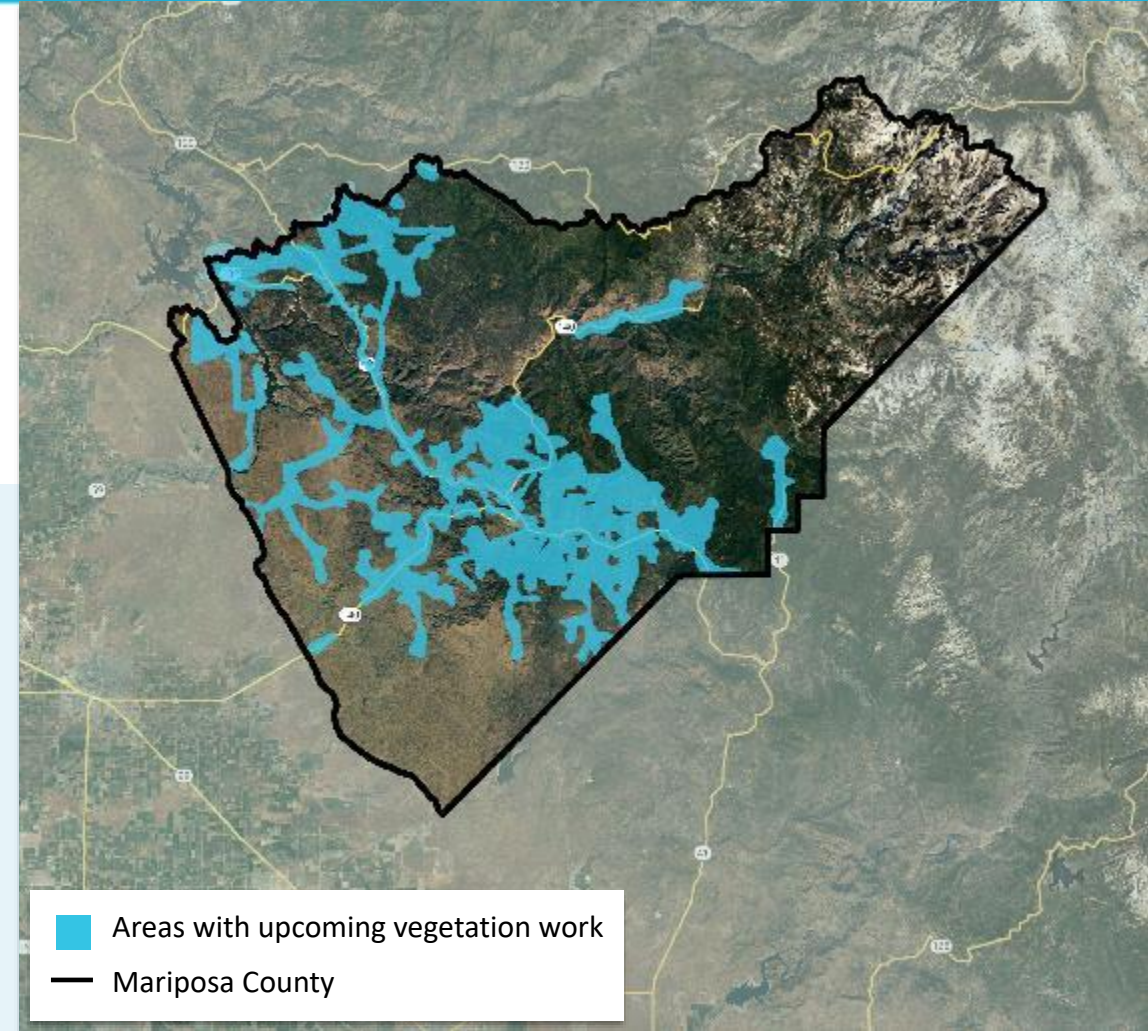


Vegetation Management Work in Your Community

We continue to conduct vegetation management work in your community. Additional inspections and work will be performed as needed.

2023 Trims
and Removals: **~15,600**
 trees

2024 Work
Planned: **~1,800** | **~5,900**
 miles trees



 Customers can learn more at pge.com/trees.

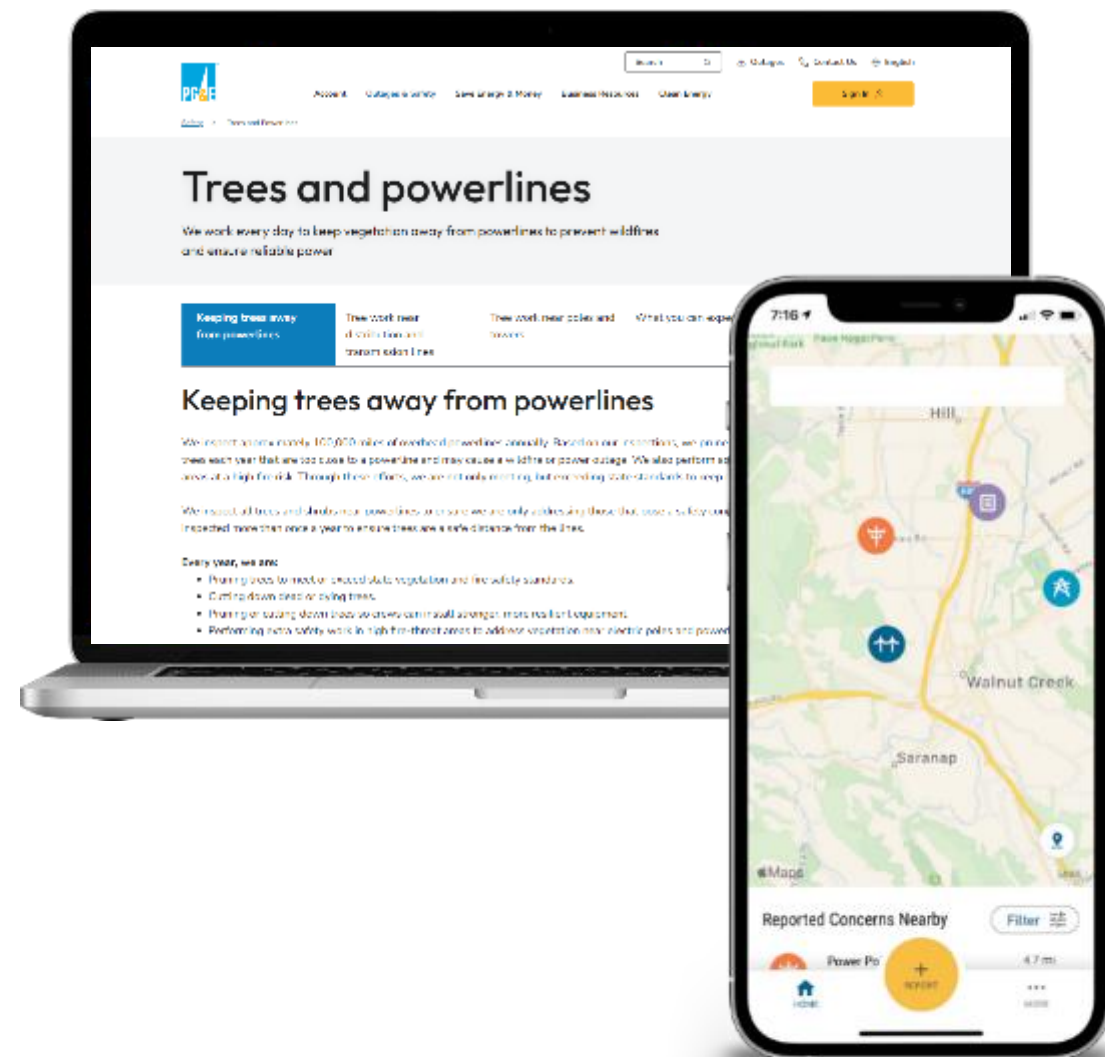
What Customers Can Expect During This Work

- ① **Notifying in advance** if their property will be impacted before work begins
- ② **Inspecting** for potential powerline safety concerns
- ③ **Trimming or cutting down trees** as needed for safety
- ④ **Chipping and hauling away** small debris where possible, and placing larger wood in a safe location on site
- ⑤ **Conducting safety and quality checks** through follow-up inspections



Customers can learn more about our efforts to keep trees away from powerlines by:

- ✓ Visiting us online at pge.com/trees
- ✓ Downloading the “PG&E Report It” Safety App at pge.com/reportit
 - Customers can submit photos of non-emergency safety concerns
- ✓ Contacting us via **1-800-564-5080** or treesafety@pge.com



Enhanced Powerline Safety Settings



How It Works

Turning off power within one-tenth of a second if a tree branch or other object strikes the line.

Why We Do It

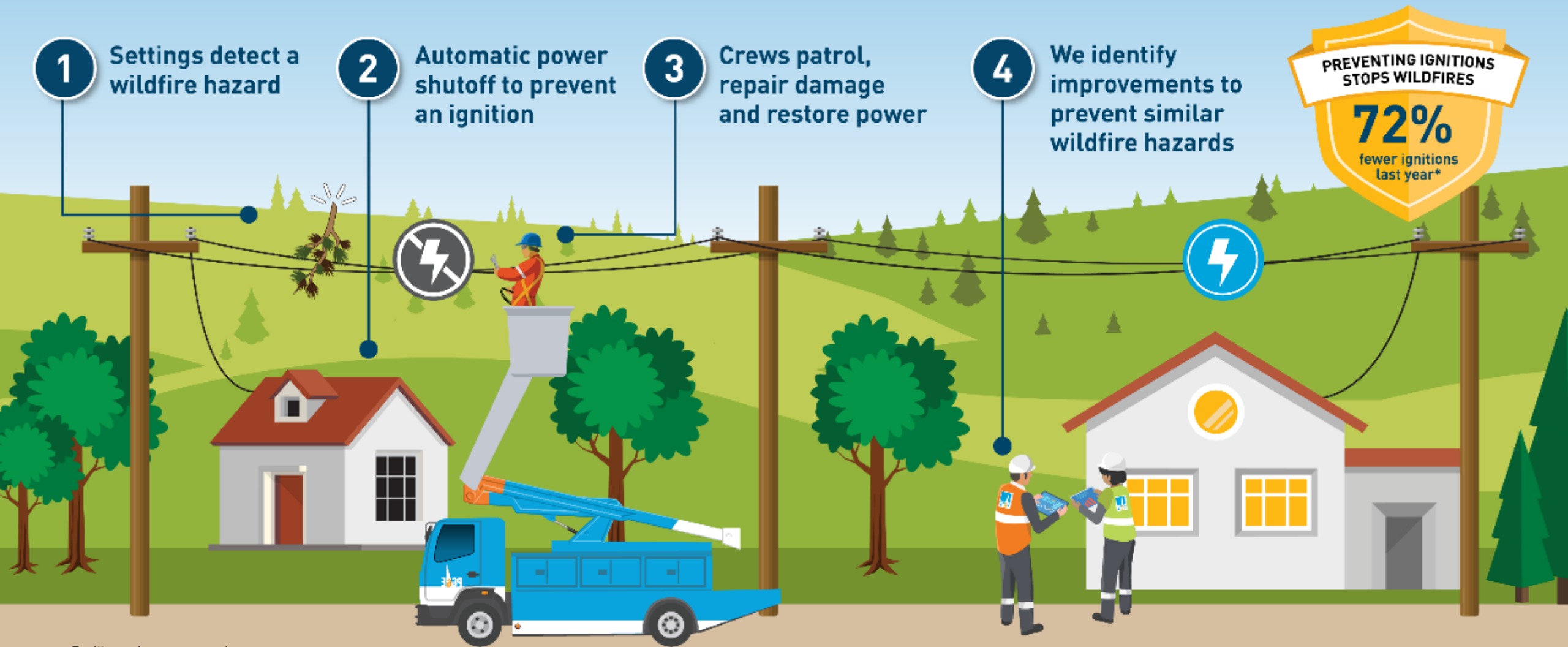
Stopping wildfires before they have a chance to start.

72%
reduction in
ignitions*



**Safety Settings Prevented a
Possible Ignition in Napa County**

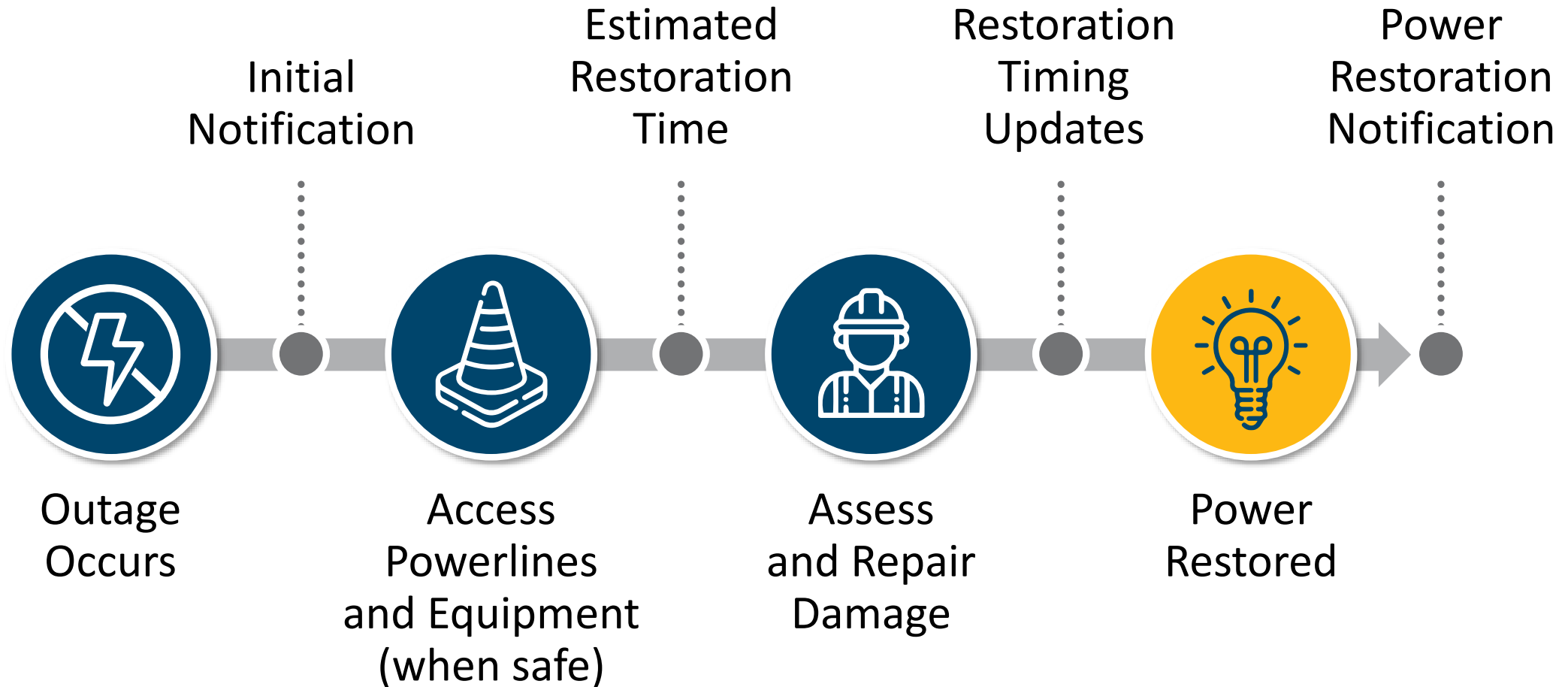
Enhanced Powerline Safety Settings Help Keep You Safe From Wildfires



For illustrative purposes only.

*Based on PG&E's weather-normalized analysis of California Public Utility Commission reportable fire ignitions while EPSS is enabled, compared to the 2018 – 2020 average prior to the establishment of EPSS.

What Customers Can Expect



Customers can learn more about the status of an outage and the restoration process at pge.com/outages.

Safety Settings in Action Example

On July 19, 2023, vegetation contacted a powerline in Butte County.

This powerline was protected by EPSS and power was quickly and automatically shut off.

This stopped a potential wildfire before it had a chance to start.

What if EPSS had not been in place?

Using fire spread simulations, we can determine what a wildfire might have looked like from this vegetation contact.

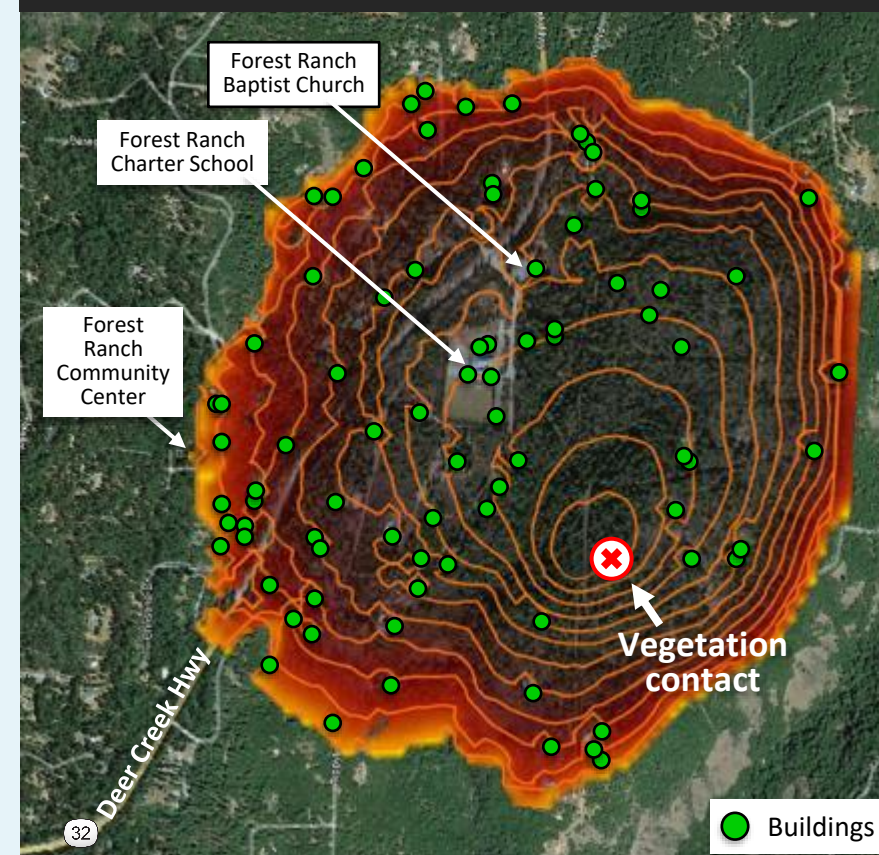
Fire Potential Index > **R4**

Prevented Acres from Burning > **487**

Prevented Buildings from Being Destroyed > **31**

Prevented Impacts to Residents > **49**

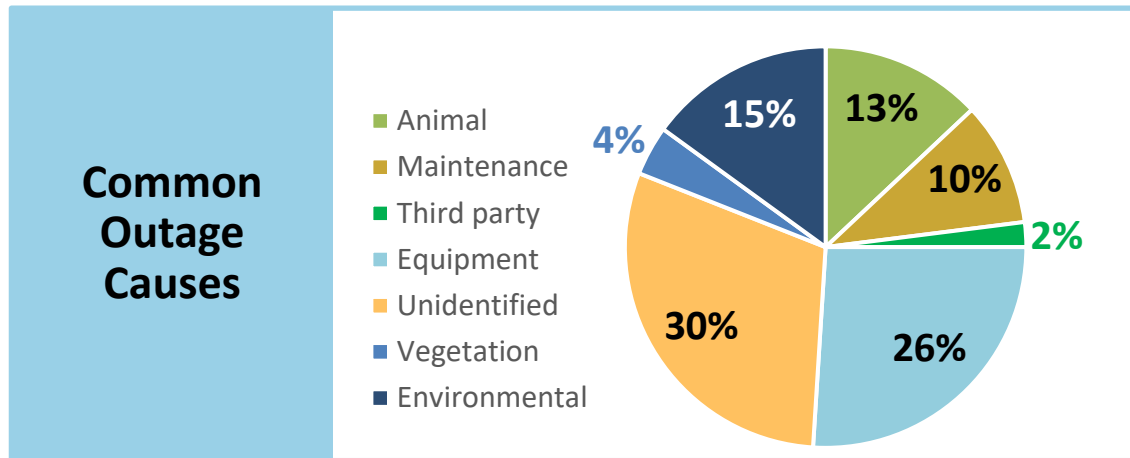
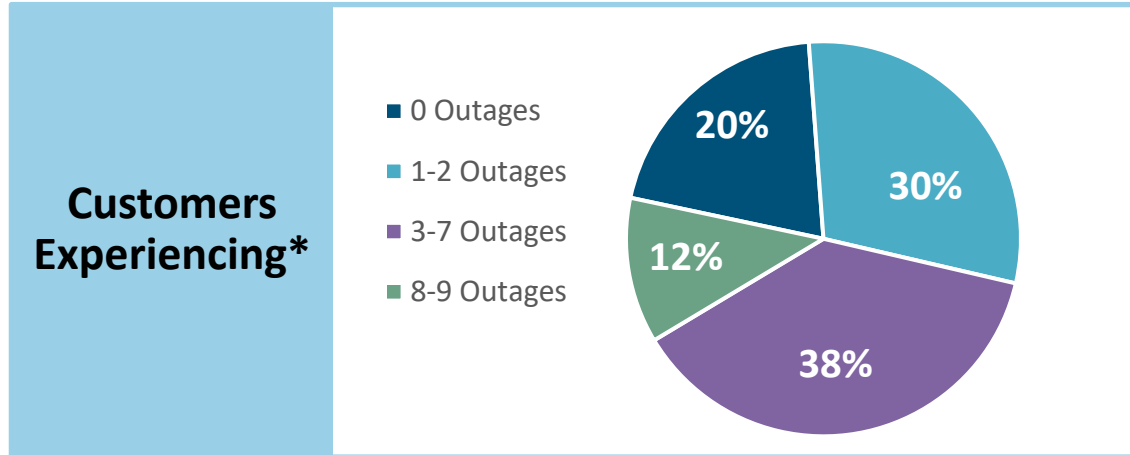
July 19 Vegetation Contact Fire Spread Simulation





Protecting Customers in Your Community

2023 Performance on EPSS-Protected Powerlines



We are continuously working to improve reliability and minimize customer impacts.

	2022	2023	Comparison
Avg. Outage Length	3.9 hrs	4.7 hrs	21% increase
Avg. Customers Impacted per Outage	987 customers	1,384 customers	40% increase

Data is approximate and as of 5/16/2024

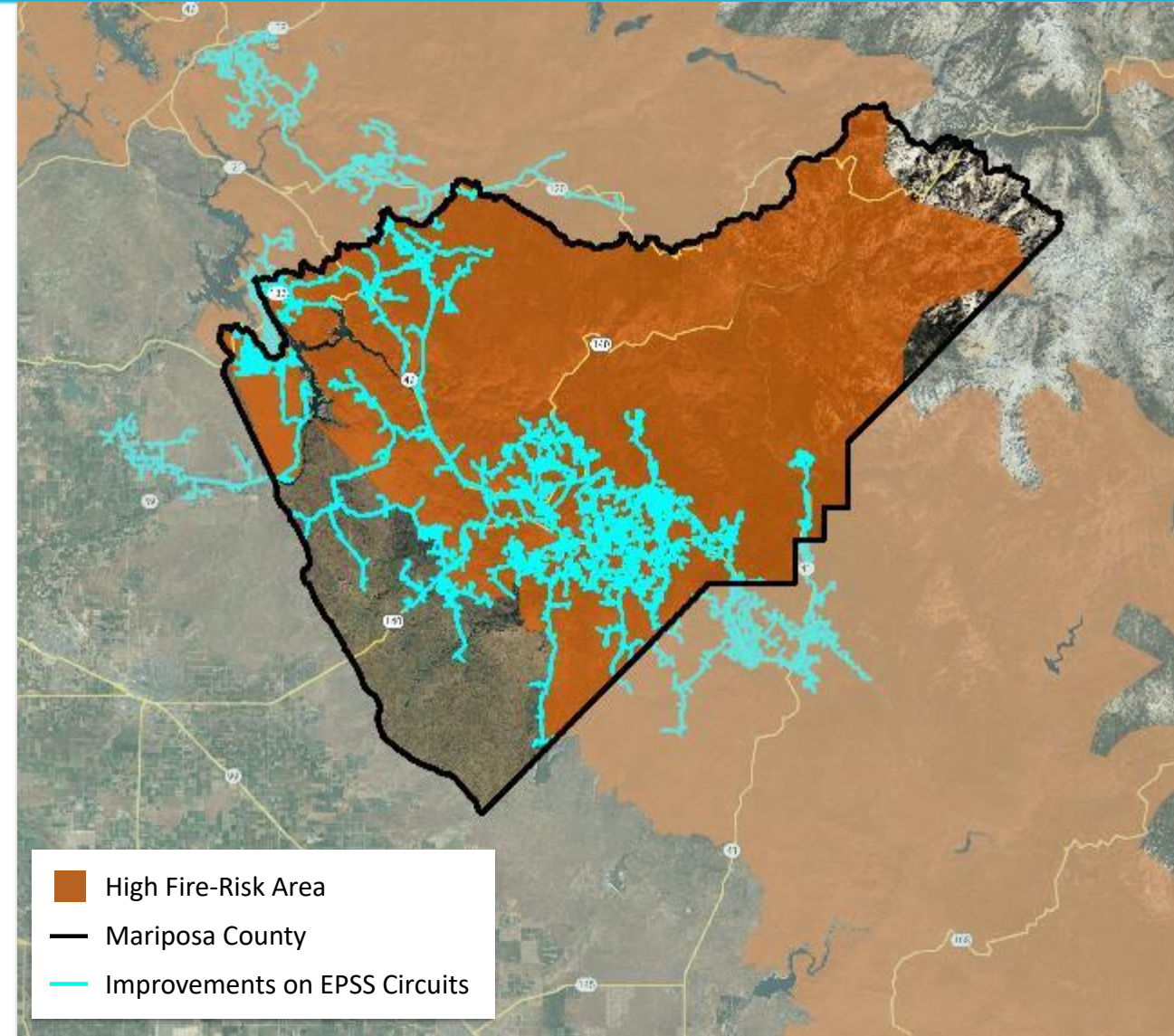
*Customer counts are approximate as of 5/16/2024 and may change based on ongoing program updates and enhancements.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Improving Reliability in Your Community

We have and continue to take steps to improve reliability on circuits protected by EPSS in your community.

- ✓ Installing fault indicators to precisely identify outage locations and speed up restoration
 - ✓ Trimming trees to reduce future vegetation-caused outages
 - ✓ Improving coordination between devices to help reduce future outages
- 📢 Customers can learn more at pge.com/epss.



Data as of 5/16/2024. Locations are approximate and may overlap. Work plans are subject to change.

Public Safety Power Shutoffs



Public Safety Power Shutoffs Overview

High winds can cause tree branches and debris to contact energized electric lines, damage our equipment and cause a wildfire. **To prevent wildfires, we may need to turn off power as a last resort.**

Conditions that may lead to a Public Safety Power Shutoff



Low humidity
levels of 30%
and below



Forecasted high
winds above
19 mph and gusts
above 30-40 mph



A Red Flag
Warning issued
by the National
Weather Service



Condition of dry
material on the
ground and low
moisture content
of vegetation



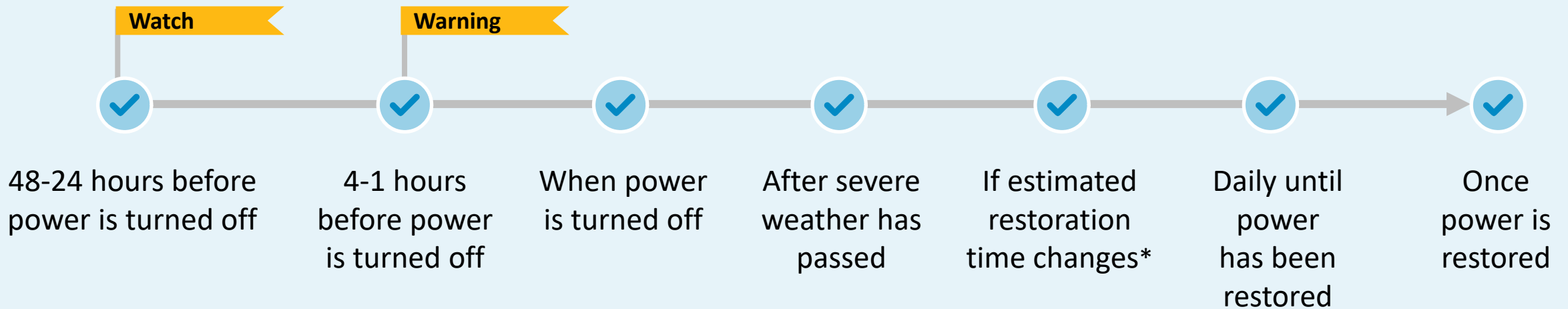
On-the-ground,
real-time
observations



PSPS Customer Notifications

We will reach out to customers through automated calls, texts and emails and provide updates on pge.com, social media and to local news and radio. Notifications are available in 16 languages.

When We'll Share Notifications



*Estimated Time of Restoration is also provided to customers throughout the notification process

 Customers can sign up for address alerts to receive PSPS notifications for any location by enrolling at [**pge.com/addressalerts**](http://pge.com/addressalerts).

Annual registration is required.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

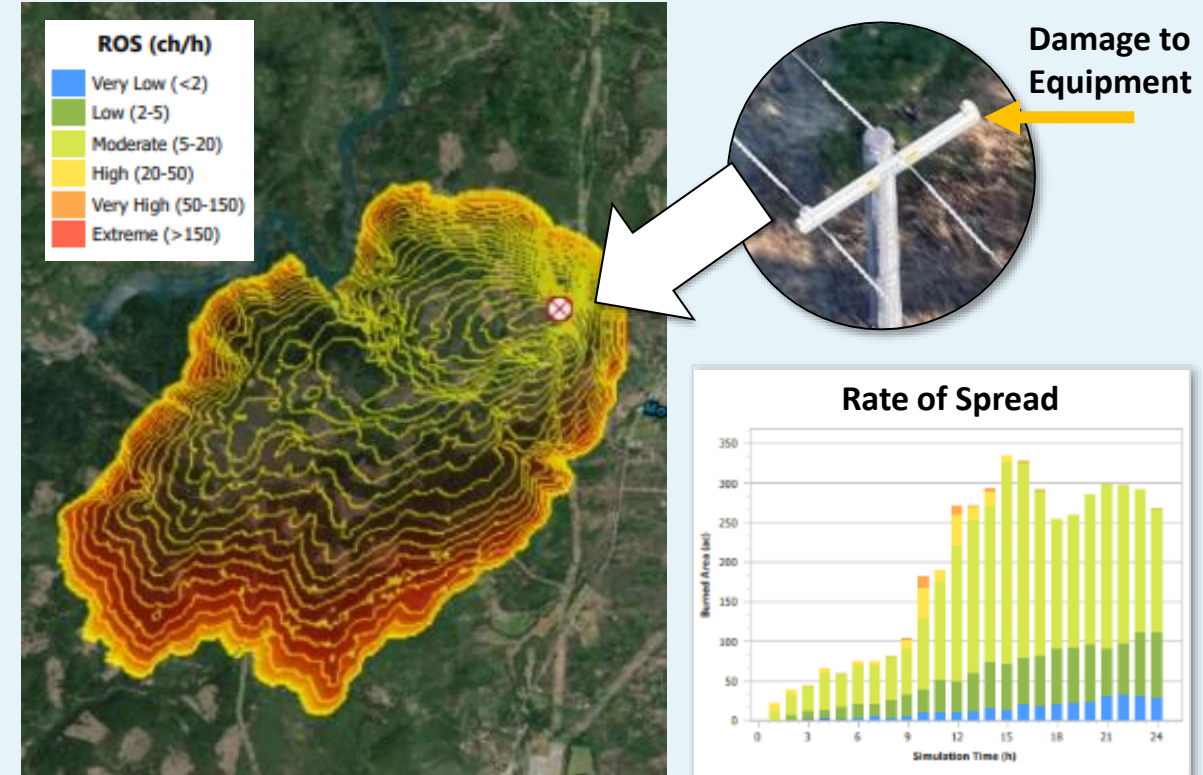
Public Safety Power Shutoffs in Action

On August 30th, 2023, we enacted a PSPS when severe weather was forecast in our service territory. Following the PSPS, damage was found during patrols.

Fire Spread Simulations

show us what a wildfire started from this damage might have looked like, had PSPS not been in place.

Fire Spread



Fire Behavior Index	High
Growth Potential Index	Very active
Size	4,600+ acres
Impact	65 residents, 86 buildings

Community Resource Centers (CRCs)

During Public Safety Power Shutoffs, Community Resource Centers provide resources and up-to-date information.

Customer Resources:

- Personal and medical device charging
- Mobile battery chargers
- ADA-accessible restroom
- Cooling/heating*
- Bottled water/snacks
- Seating
- Ice*



 Customers can learn more at pge.com/crc.

**Indoor locations only*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Differences Between Safety Settings and PSPS

Enhanced Powerline Safety Settings (EPSS)

vs.

Public Safety Power Shutoffs (PSPS)



WHY

Automatically turning off power within one-tenth of a second if a problem is detected on the line

Proactively turning off power to prevent tree branches and debris from contacting energized lines



WHEN

Elevated wildfire risk is present, most likely from May to November, but can occur year-round

During times of high winds, low humidity and dry vegetation



NOTIFICATIONS

Regular updates after the outage occurs, provided until power is restored

In advance through automated calls, texts, and emails with updates provided until power is restored

 Customers can find updates and information for both planned and unplanned outages at pge.com/outages.

Customer Resources





Customer Resources and Support for Wildfire Safety Outages

Portable Battery Program

Supporting eligible customers with fully subsidized portable battery solutions



pge.com/portablebattery

Generator and Battery Rebate Program

Rebates for eligible customers to purchase a qualified generator or battery



pge.com/backupper

Self-Generation Incentive Program

Rebates to help customers save on energy storage systems for their business



pge.com/sgip

Disability Disaster Access and Resources

Emergency preparedness planning, portable batteries, and support for customers requiring additional accommodations



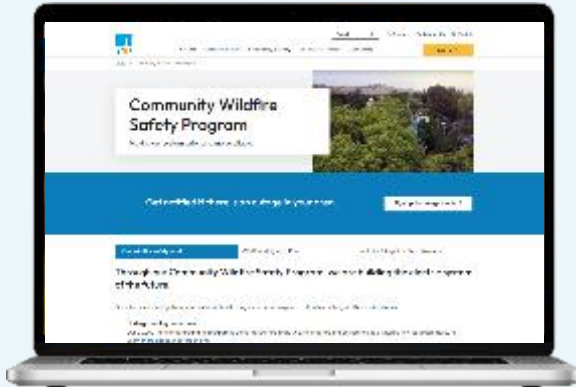
pge.com/ddar

Residential Storage Initiative

Permanent, long-term backup power solutions for the most impacted customers



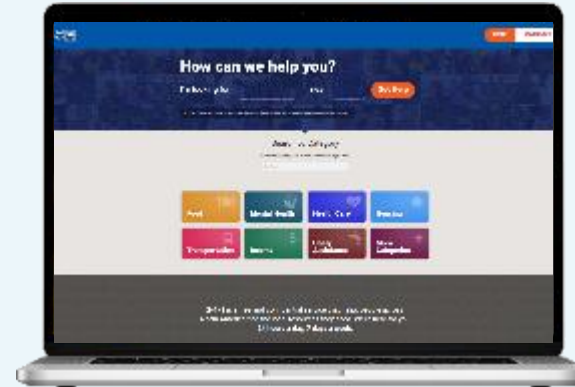
pge.com/residentialstorageinitiative



Wildfire Safety

Information on wildfire prevention efforts

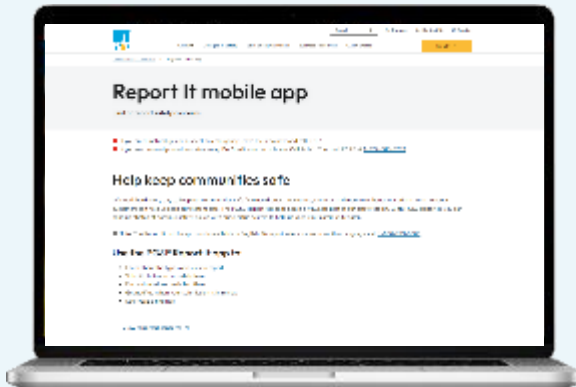
 pge.com/wildfiresafety



California Network of 211

Free and confidential support and resources via calls or texts to 211

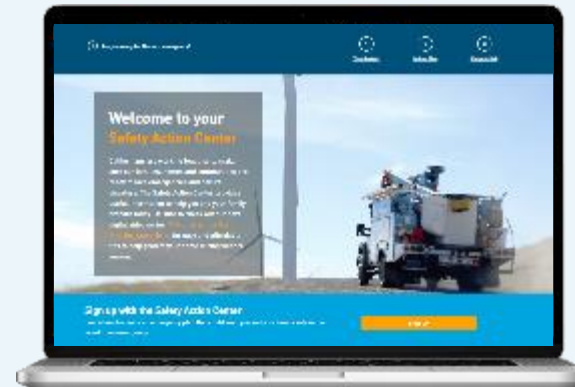
 211ca.org



Report It App

Submit photos of non-emergency potential safety concerns

 pge.com/reportit



Safety Action Center

Create an emergency safety plan to keep you and your family safe

 safetyactioncenter.pge.com

Dedicated wildfire safety contacts: Hotline: 1-866-743-6589 | Email: wildfiresafety@pge.com

Open Discussion



Thank You

