Mariposa County

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5100 Bullion Street
http://www.mariposacounty.org/

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 13, 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 note. He further noted that CA.9 and CA.15 required a 4/5th vote and CA.7 needed to read 2024-2025.

Jeffery Witthun/Child Support Services commented on Child Support Awareness Month and read some facts and statistics. He further noted that Mariposa Child Support Services has distributed $1.2 million in the County, with 92% of all monies collected going directly to the homes.

Mike Brusa/Bear Valley commented on CA.1 and CA.2. He noted and compared that the Shelter crisis has continued since 2018, and the French Fire is being terminated after a little over a month.

Supervisor Forsythe commented on CA.6, noting it had been in the works for a long time and that it was to protect the town. He thanked Mariposa Fire, Fire Safe Council, Fire Advisory Committee, and Cal Fire for their work on this fuel break.

Supervisor Smallcombe commented on CA.15, complimenting Public Works on their response to concerns. She noted that constituents sent pictures of the bridge, and it was scary. She further noted that within a week, a contractor was out repairing the bridge.

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. **Sheriff's Office**

Adopt a Resolution Terminating the Existence of a Local Emergency Due to the French Fire

CA3. **Board of Supervisors**

Proclaim August 2024, as "Child Support Awareness Month"

CA4. **Child Support Services**

Approve a Plan of Cooperation Between Mariposa County Department of Child Support Services and California State Department of Child Support Services; and Authorize the Director of Child Support Services to Sign the Plan

CA5. **County Counsel**

Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Fire**

Approve an Agreement with Mariposa Fire Safe Council for Right of Entry Permission on Mariposa County-Owned Parcels Included in the Bumgaurdner Ridge Fuel Break Funded by CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Right of Entry Forms

CA7. **Health and Human Services Agency**

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

CA8. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU), with Kaiser Foundation Health Plan, Inc., for Medi-Cal Managed Care; and Authorize the Board of Supervisors Chair to Sign the MOU

CA9. **Health and Human Services Agency**

Approve Fourth Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations to Include Intergenerational Activities Within the Senior Services Program ($17,000) (4/5ths Vote Required)

CA10. **Health and Human Services Agency**

Approve an Agreement with Infant Child enrichment Services in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve the Second Amendment with Davis Guest Home Increasing the Amount by $7,000 for a New Amount Not to Exceed $567,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Planning**

Accept Resignation and Recognize the Service of Chris Lowey on the Mariposa County Code Compliance Advisory Committee

CA13. **Probation**

Approve an Agreement with Integrated Human Services Group, LLC to Conduct Evaluations on the Processes and Outcomes of the Edward Byrn Memorial Justice Assistance Federal Grant Program, also known as the Drug Enforcement Team, Effective June 6th, 2023 through December 31st, 2026; and Authorize the Board Chair to Sign the Agreement Including any Amendments, Modifications or Extensions Thereof, with Integrated Human Services Group, LLC (Subject to Approval as to Form by County Counsel)

CA14. **Public Works**

Authorize Public Works to Waive the Encroachment Permit Fee of $206 for the 37th Annual Hornitos Flea Market on October 6, 2024, from 7:00 am to 3:00 pm

CA15. **Public Works**

Approve an Agreement with American Paving Co. for the Harris Road Bridge Emergency Repair in the Amount Not to Exceed $54,109; Approve Budget Action to Allocate Expenses to Fixed Asset Category($55,000); and Authorize the Board of Supervisors Chair to Sign the Agreement; Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

CA16. **Public Works**

Approve the Second Amendment with Aramark to Change Name to Vestis Services, LLC., Extend the Term of the Agreement from June 30, 2024, to September 30, 2024, and Increase Compensation by $6,300 for a New Amount Not to Exceed $202,992; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on new things taking place in the Planning Department. He noted the GIS zoning lookup tool is now online and available to the public. He stated the development code would be coming back after they "slog" through Title 17. He noted a schedule for workshops would be coming out soon. He then noted that Corrina Miranda/Interim Building Director would be giving the Board an update on Tyler Technologies. He further stated some bigger projects are coming through the pipeline that the Board would be seeing, which include the Hyatt Place.

Kari Kisela/Chamber of Commerce noted that on the upcoming Friday, a ribbon cutting would be held for the Concierge. She further noted there would be a popover from Okiee Dokiee. She also noted the Labor Day parade was approaching, and she had applications for parade participants.

Jeremy Briese/Sheriff noted that the following day was the first day of school and thanked the County Administrative Officer and the Health and Human Services Agency Director for assisting with locating the funding for the School Resource Officer.

Luis Mercado/Auditor gave an update on the FY 21/22 audited financial statements. He first thanked the Board for raising the salary of the assistant auditor so they could hire a quality candidate. He then noted FY 21/22 remained the same, they were working on the fixed assets for that year. He further noted the projects tool in Oracle is helpful. Mr. Mercado noted they hoped it to be wrapped up within the next couple of weeks. He also noted he would be happy to continue coming to the Board for updates.

Steven Dahlem/County Counsel reminded the Board that they cannot have a lot of discussion, but direction could be given to staff.

Each Board member spoke and touched on the topic of communication. No directions to staff except for noting they would like to see him more were given.

Corrina Miranda/Interim Building Director noted the Building Department was now taking credit cards and digital plans.

G. Public Comment on Non-Agenda Items

Mark Norman/Triangle Road Resident, noted he has lived in Mariposa since 2000. Prior to retirement, he was responsible for the oversight of millions of dollars' worth of projects. He stated that Mariposa County's lack of oversight of Pacific Gas and Electric (PG&E) is astonishing. He then discussed the undergrounding project on Triangle as his prime example and asked that this topic be placed on a later agenda.

Mike Brusa noted he always comes up and makes a comment. He noted that when there is a monopoly, the

quality of work is undermined. He further listed other issues with counties holding monopolies.

Marvin Wells/Resident noted he had the opportunity to work with Supervisor Forsythe in schools and noted Supervisor Forsythe used to tell the children to slow down, think about what they are doing, set some goals, and take their time. He then gave Supervisor Forsythe little turtle figurines.

Recess Board of Supervisors

10:03 AM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

10:07 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Allocating State of Good Repair (SGR) Funds for Fiscal Year 23/24

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

2. **Public Works**

Adopt a Resolution Approving State of Good Repair (SGR) Project List for FY 24/25

Jeannie Morvay-Clayton 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

Adjourn LTC

10:11 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:11 AM Chair Menetrey reconvened the Board of Supervisors meeting.

H. Board Recognitions

1. **Administration**

Recognize Mariposa County Employees Who Have Completed the California State Association of Counties (CSAC) Institute's Executive Training Program and Present Them With Their Executive Credential Certificate

10:25 AM the Board took up the Board recognitions.

Graham Knaus/California State Association of Counties (CSAC) Chief Executive Officer gave an update to the Board on CSAC duties. He recognized Supervisor Smallcombe, who sits on the CSAC Board. He then thanked the Board for their service and commitment to their community. He then thanked them for allowing the institute for so many of their staff.

Paul Danczyk/CSAC Foundation's Chief Operating Officer, noted he is here to celebrate and recognize the individuals who have gone through the institute. He noted he had the pleasure of working with the Mariposa team and gave the Board kudos for their excellent staff.

Mr. Danczyk and Mr. Knaus then presented the certificates to the graduates.

Public comment was received by Danielle Bondshu/Clerk of the Board, Leigh Westerlund/Assistant County Administrative Officer and Supervisor Smallcombe who all sang the praises of the course.

J. Regular Agenda Items

1. **Planning**

Approve the Closeout of the Community Development Block Grant (CDBG) Hotel and Conference Center Feasibility Study with Agreement #21-CDBG-ED-10005; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Ben Goger/Senior Planner gave the staff report.

Public comment received by Mike Brusa noted he was confused as to why the government needed to do this study. He then discussed the issues with grants and workloads. He further discussed coercion and monopolies.

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. **Planning**

Approve the Closeout of the Community Development Block Grant (CDBG) Microenterprise Program with Agreement #20-CDBG-12038; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Will Fassett/Community Development Planner, gave the staff report. He noted that this program provided 13 local businesses, which are listed in the Board packet.

Public comment was received by Mike Brusa who said ditto to his previous comment and then began talking about the grant and carving out funds.

Jeanne-Ann Pine/Resident noted grants are a way of life. She noted she thought this last one had done a tremendous amount of good in this community. She noted our county has helped people who couldn't get loans.

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

10:25 PM moved back to Board recognitions.

3. **Planning**

Approve the Closeout of the Community Development Block Grant (CDBG) Business Assistance Program with Agreement #20-CDBG-12039; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Will Fassett 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

4. **Planning**

Approve the Closeout of the Community Development Block Grant (CDBG) Southern Sierra Miwuk Nation Strategic Plan with Agreement #20-CDBG-12073; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Ben Goger 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

5. **Administration**

Approve an Agreement to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel).

Chair Menetrey gave the staff report.

Steve Ward/Cal Fire/Mariposa County Fire received public comment, noting that he supports this facility. They have been there for four years, and it meets their needs. Alternative measures would cost the county more.

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

K. Closed Session

10:57 AM Chair Menetrey read the closed session items. No public comment was received on either item.

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

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Title: Building Director (Gov Code 54954.5)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: County of Mariposa v. California Department of Human Resources (DeJesus); Superior Court of the State of California, County of Sacramento Case No. 34-2023-80004068

RESULT: CLOSED SESSION HELD

L. Board Information

12:25 AM Chair Menetrey reconvened and reported that during closed session, the following too place:

Closed Session Item 1 - Information Received.
Closed Session Item 2 - Information was Received, and Direction was Given.

Board information received.

M. Adjournment

12:26 PM adjourned in memory of Danny Call, Carmine Coppola, Darrel McClure, and Marilyn Rudzik.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-341

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that

the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

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 2024-342

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Adopt a Resolution Terminating the Existence of a Local Emergency Due to the French Fire

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Terminating the Existence of a Local Emergency Due to the French Fire.

Pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster. The purpose of a local emergency proclamation is to provide extraordinary police powers, immunity for emergency actions, authorization for emergency orders and regulations, and activation of pre-established emergency provisions.

On July 4, 2024, the French Fire ignited in Mariposa County and burned approximately 908 acres, resulting in conditions of extreme peril to the safety and persons and property, including residential structure loss and damage to critical public infrastructure.

On July 4, 2024, Mariposa County received notification of the approval of a Federal Fire Management Assistant Grant (FMAG) to aid the French Fire.

On July 5, 2024, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring the existence of a local emergency.

On July 9, 2024, the Mariposa County Board of Supervisors adopted Resolution 2024-296 ratifying a Proclamation of the existence of a local emergency.

A state of emergency occurs when the response and recovery to an incident exceeds the resources and abilities of a local agency. A state of emergency ceases to exist at the conclusion of an incident (for example, when a wildfire reaches full containment or a flood subsides) or when response and recovery return to levels that can be managed by the local agency. Pursuant to California Government Code 8630, governing bodies are required to proclaim the termination of a local emergency "at the earliest possible date that conditions warrant."

Sheriff Jeremy Briese, acting as the Director of Emergency Services, has determined emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said

conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa.

Ongoing recovery efforts include the continued commitment of a Fire Management Assistance Grant (FMAG) and any other applicable state or federal resources.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. French Fire Termination

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

Resolution 2024-___

RESOLUTION TERMINATING THE LOCAL EMERGENCY DUE TO THE FRENCH FIRE

WHEREAS, the French Fire ignited on Thursday, July 4, 2024, and resulted in conditions of extreme peril to the safety of persons and property, including significant damage to critical public infrastructure, and private properties.

WHEREAS, Sheriff Jeremy Briese, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on July 5, 2024; and

WHEREAS, the Mariposa County Board of Supervisors ratified that proclamation on July 9, 2024; and

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

WHEREAS, ongoing recovery and cleanup efforts include the continued commitment of a Federal Fire Management Assistant Grant (FMAG) and the possibility of the California Disaster Assistance Act (CDAA) program, and any other applicable state or federal resources;

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

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this ___ day of August, 2024 by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

_____
MILES MENTEREY, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Proclaim August 2024, as "Child Support Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim August 2024, as "Child Support Awareness Month"

August is "Child Support Awareness Month" in the State of California. Merced-Mariposa Regional Department of Child Support Services wants to use this opportunity to thank every adult who, despite the unknowns, the challenges, and the learning moments, continues to dedicate themselves to encouraging a child's growth, success and happiness; and, inform the public about the availability and benefits of child support services, which include programs and services that are low cost or free and available to any party to a child support order, regardless of participation in public assistance benefits.

The child support program works together with both parents to ensure that their children are adequately supported by establishing financial and medical support orders and collecting and distributing child support dollars directly into the homes of these families. The program is strongly committed to promoting the health and well-being of all children by encouraging both parents to provide emotional and financial support to their children on a regular basis. Families rely on regular and consistent child support to be self-sufficient.

As a successful poverty prevention program, the child support program helps families achieve and maintain self-sufficiency. The program is open to all and continues to provide vital and much-needed services on behalf of children and families in today’s world by working with parents to enhance the well-being of their children.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has recognized Child Support Awareness Month for the past 23 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to acknowledge the individuals who dedicate themselves to the well-being of our community's children.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Child support awareness month Proclamation 2024

The Mariposa County Board of Supervisors

Proclaims the

Month of August, 2024

as

"CHILD SUPPORT AWARENESS MONTH"

WHEREAS Children become healthy, productive, and well-adjusted adults through the support and nurturing of their families; and

WHEREAS Mariposa County Department of Child Support Services (DCSS) is strongly committed to promoting the health and well-being of all children by establishing parentage, ensuring parents pay child support on a regular and timely basis, and encouraging all parents to have a loving and supportive relationship with their children; and

WHEREAS Mariposa County DCSS provides an opportunity for both parents to be a positive force in the lives of their children. In 2023, Mariposa County DCSS had a caseload of 610 child support cases and a similar number of active families and children to serve within those cases; and

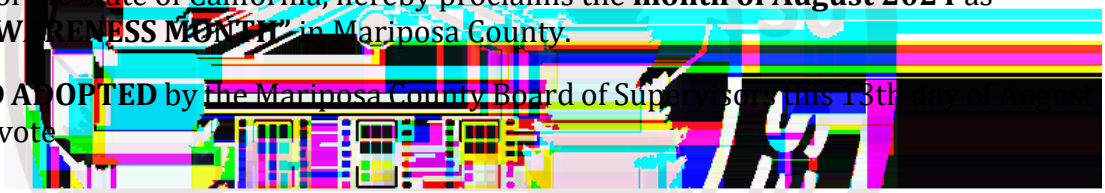
WHEREAS Mariposa County benefited last year from nearly $1.5 million dollars in child support collected with 92% of that money going directly to the children and families served by Mariposa County DCSS; and

WHEREAS "**CHILD SUPPORT AWARENESS MONTH"** celebrates the nationally recognized poverty prevention program that focuses on working with both parents to provide better outcomes for their children; and

WHEREAS, increasing public awareness of this issue through education and outreach will reinforce the importance for all parents to take responsibility for the financial, emotional, and physical support of their children.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the **month of August 2024** as "**CHILD SUPPORT AWARENESS MONTH**" in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of August 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

RESOLUTION - ACTION REQUESTED 2024-343

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Jeffrey Witthun, Director of Child Support Services

RE: Approve a Plan of Cooperation Between Mariposa County Department of Child Support Services and California State Department of Child Support Services; and Authorize the Director of Child Support Services to Sign the Plan

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RECOMMENDATION AND JUSTIFICATION

Approve a Plan of Cooperation Between Mariposa County Department of Child Support Services and California State Department of Child Support Services; and Authorize the Director of Child Support Services to Sign the Plan.

Since the inception of the Local Department of Child Support Services in 2001 as a separate county agency, a Plan of Cooperation (POC) has been required with the State Agency to define program responsibilities at the State and Local level for securing child support services and to receive State and Federal funding. The State Agency requires the signature of the Local Director on the document. This POC is a one-year agreement and will automatically renew unless an amendment is necessary to reflect new or revised state and federal laws, regulations, and requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved previous POCs with the State. The last Plan of Cooperation was approved May 4, 2021, Resolution 21-241.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The POC is required or funding will be withheld. Do not approve and give direction on alternative action.

FINANCIAL IMPACT

The Plan of Cooperation is necessary to secure state and federal funding.

ATTACHMENTS

1. **Resolution_2021-241**
2. **2025 - LCSA POC**

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

Child Support Services

RESOLUTION - ACTION REQUESTED 2021-241

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Approve and Authorize Director of Child Support Services to Sign Plan of Cooperation with CADCSS

RECOMMENDATION AND JUSTIFICATION:
Approve a Plan of Cooperation Between Mariposa County Department of Child Support Services and California State Department of Child Support Services; and Authorize the Director of Child Support Services to Sign the Plan.

Since the inception of the Local Department of Child Support Services in 2001 as a separate county agency, a Plan of Cooperation (POC) has been required with the State Agency to define program responsibilities at the State and Local level for securing child support services and to receive State and Federal funding. The State Agency requires the signature of the Local Director on the document. This POC is a one-year agreement and will automatically renew unless an amendment is necessary to reflect new or revised state and federal laws, regulations, and requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved previous POCs with the State.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The POC is required or funding with be withheld. Do not approve and give direction on alternative action.

FINANCIAL IMPACT:
The Plan of Cooperation is necessary to secure state and federal funding.

ATTACHMENTS:
Mariposa County - State POC 2021 Rev1 (PDF)

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

RES. NO. 21-241

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

STATE LOCAL CHILD SUPPORT AGENCY

PLAN OF COOPERATION

FFY 2021

OCTOBER 1, 2020 – SEPTEMBER 30, 2021

Amended May 20, 2021

Table of Contents

SECTION I: PURPOSE 1
SECTION II: AUTHORITY 1
SECTION III: GENERAL PROVISIONS 2
SECTION IV: DEPARTMENT RESPONSIBILITIES 2
A. CASE MANAGEMENT 3
1) Case Processing 3
2) Case Record Maintenance 3
3) Record Retention 4
4) Case Complaint Resolution 4
5) Litigation, Writs and Appeals, and Class Action Settlements 5
B. PARENTAGE OPPORTUNITY PROGRAM 5
C. TRAINING 6
D. TRIBAL RELATIONS 6
E. AUDITS 7
1) Data Reliability 7
2) Administrative Expense Claim Schedule and Certification 8
3) Other Audits 8
F. COMPLIANCE AND MONITORING 9
G. OUTREACH 10
H. PROGRAM PERFORMANCE 10
1) Performance Management Plan 10
2) Corrective Action 10
I. FISCAL ADMINISTRATION 11
J. INFORMATION SECURITY AND PRIVACY PROTECTION 11
K. INFORMATION TECHNOLOGY 12
1) IT Policies and Procedures 12
2) IT Procurements 13

3) IT Asset Management *13*
4) Systems Development *14*
L. GRANTS 14
1) Federal Grants *14*
2) Other Grants *15*
M. NON-COMPLIANCE 15
SECTION V: LCSA RESPONSIBILITIES 16
A. CASE MANAGEMENT 17
1) Case Processing *17*
2) Case Records Maintenance *18*
3) Record Retention *19*
4) Case Complaint Resolution *20*
5) Litigation, Writs and Appeals, and Class Action Settlements *21*
B. PARENTAGE OPPORTUNITY PROGRAM 22
C. TRAINING 23
D. TRIBAL RELATIONS 23
E. AUDITS 25
1) Data Reliability *25*
2) Administrative Expense Claim Schedule and Certification *26*
3) Other Audits *26*
F. COMPLIANCE AND MONITORING 27
G. OUTREACH 28
H. PROGRAM PERFORMANCE 28
1) Performance Management Plan *28*
2) Corrective Action *28*
I. FISCAL ADMINISTRATION 28
J. INFORMATION SECURITY AND PRIVACY PROTECTION 29
K. INFORMATION TECHNOLOGY 31
1) IT Policies and Procedures *31*
2) IT Procurements *31*

3) IT Asset Management 32
4) Systems Development 32
L. GRANTS 33
1) Federal Grants 33
2) Other Grants 33
M. NON-COMPLIANCE 34
SECTION VI: ADDITIONAL PROVISIONS 35
A. CERTIFICATION OF CONTRACTOR(S) 35
B. CERTIFICATION OF LOBBYING 35
C. STATE AND FEDERAL LAW CONFLICTS 36
D. SEVERABILITY 36
SECTION VII: TERM AND APPROVAL 37
ATTACHMENT: EXHIBIT 7 *Safeguarding Contract Language*, IRS Publication 1075

SECTION I: PURPOSE

The purpose of this State / LCSA Plan of Cooperation, hereinafter referred to as the "POC," is to define responsibilities for securing child support, including child support establishment, collection, and disbursement services; medical support; determining paternity; and providing other public services in accordance with the provisions of Title IV-D of the Social Security Act, Title 42 USC § 651 et seq., hereinafter referred to as "Title IV-D," "Title IV-D program," or "Title IV-D services."

This POC is between the Department of Child Support Services, hereinafter referred to as the "Department" or "DCSS" and the Mariposa County Department of Child Support Services, hereinafter referred to as the "Local Child Support Agency" or "LCSA."

SECTION II: AUTHORITY

Family Code (FC) § 17202 designates the Department as the single organizational unit whose duty it shall be to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. State plan functions shall be performed by other agencies as required by law, by delegation of the Department, or by cooperative agreements.

FC § 17304(a) requires the Director of the Department to negotiate and enter into cooperative agreements with county and state agencies to carry out the requirements of the state plan for administering the Title IV-D child support program.

FC § 17304(b) requires the Director of the Department to have direct oversight and supervision of the Title IV-D operations of the LCSA. No other local or state agency shall have any authority over the LCSA as to any function relating to its Title IV-D operations.

FC § 17314(b) requires Regional Administrators to oversee the LCSAs to ensure compliance with all state and federal laws and regulations.

SECTION III: GENERAL PROVISIONS

The Department and LCSA shall comply and work in collaboration with all provisions of this POC, Title IV-D of the Social Security Act, and all federal and state laws, regulations, policies and directives.

SECTION IV: DEPARTMENT RESPONSIBILITIES

Per FC § 17304(c), and as a condition of disbursing federal and state funds to the LCSA, ensure a current, signed POC is on file. Amend the POC to reflect new or revised federal and state laws, regulations, policies, and directives as necessary. The Department shall ensure that the LCSA has the POC within 60 days of effective date in order to acquire appropriate approvals.

1) Per FC § 17306(a), develop, adopt and disseminate forms, policies, and procedures to inform the LCSA and other appropriate county agencies of federal and state law, policies, standards, procedures, and instructions relative to Title IV-D services.

2) Per FC § 17310, formulate, adopt, amend, or repeal regulations affecting the purposes, responsibilities, and jurisdiction of the Department consistent with the law and necessary for the administration of the state plan for securing child support and enforcing spousal support and determining paternity.

3) Communicate with the Judicial Branch Partners regarding statewide uniformity issues, statewide standards, LCSA/local court handling of LCSA cases and workload priorities.

4) Per 45 CFR § 302.12(a)(2), maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all automation functions for which it is responsible under the Title IV-D state plan and other federal and state automation requirements.

5) Initiate legislation, as appropriate, to improve clarity and efficiency of the child support program and ensure compliance with federal and state laws, regulations, policies, and directives. Consider legislative initiatives proposed to the Department by the LCSA.

6) Analyze pending legislation to identify the impact to the child support program if enacted.

7) Provide quarterly summaries of statewide customer service survey results to the LCSA.

A. Case Management

1) Case Processing

Establish and maintain systems and procedures to facilitate the LCSA administration of the Title IV-D program.

a) Per 45 CFR §302.51(a)(1), accurately collect and distribute child support, medical support, and spousal support payments in accordance with federal and state laws, regulations, policies, and directives. Take all steps necessary to minimize undistributed collections.

b) Extend the full range of Intergovernmental services available under the Title IV-D plan per 45 CFR §302.36.

2) Case Record Maintenance

Per 45 CFR §302.85, manage the Child Support Enforcement (CSE) system and maintain CSE data in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program.

3) Record Retention

Maintain all closed Title IV-D case records in CSE for a period of four years and four months from the date of case closure, per 22 California Code of Regulations (CCR) § 111450, unless the case is subject to an open federal or state audit, civil litigation, or a court order which extends the retention period.

Maintain case records that contain IRS federal tax information (FTI) for a period of seven years, per IRS Publication 1075 Section 9.3.3.10.

When required by law, such as FC § 17400(b)(3) for retention of documents electronically filed, but signed under penalty of perjury, ensure that case records are retained as required.

4) Case Complaint Resolution

a) Ombudsperson Program

i) Public Inquiry Response Team coordinates with LCSA Ombudsperson to respond to participants or outside inquiries.
ii) Maintain a statewide list of Ombudspersons.

b) Complaint Resolution Program and State Hearing

i) Maintain the Department portion of the complaint resolution and state hearing process as set forth in FC § 17800 et seq., including maintenance of the Complaint Resolution Tracking System.

ii) Work with the LCSA to facilitate resolution of any complaints as needed.

iii) Provide statewide training regarding handling of participant inquiries, complaint resolution, Complaint Resolution Tracking System and state hearings.

5) Litigation, Writs and Appeals, and Class Action Settlements

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) Provide a procedure to review incoming appellate case submissions provided by LCSAs including respondent and appellant case submissions. Pursuant to FC §17304(b), review, approve or deny any request from an LCSA to pursue a writ or appeal.

b) Contract with the California Department of Justice to provide appellate representation in Title IV-D appeals, at no cost to LCSA.

c) Provide direction and action regarding statewide enforcement against potential recovery by obligors of settlements arising from class action litigation. This includes, but is not limited to:

   i) Act as the Statewide point of contact for outreach to obtain information and secure data matches.

   ii) Submit income withholding orders or other levy tools and review efficacy of efforts.

B. Parentage Opportunity Program

The California Paternity Opportunity Program (POP) was established in 1995 to comply with the federal mandate (Title 42 United States Code (USC) 666(a)(5)(C)) to have a simple system for an unmarried mother and biological father to establish paternity. For more than 25 years, POP has established paternity for over 3.6 million children in California. In September 2018, Assembly Bill 2684, which proposed to expand the existing voluntary declaration of paternity procedures, was passed into law. AB 2684 amended the Uniform Parentage Act, and effective January 1, 2020, the Paternity Opportunity Program was renamed the Parentage Opportunity Program. DCSS operates the POP in collaboration with the LCSAs as set forth in 45 CFR § 302.31(a)(1), §

302.70(a)(5), § 303.5(g) and FC §§ 7570–7581.

C. Training

1) Collaborate with LCSA to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; develop annual training survey to assess those needs.

2) Develop short and long-term program training goals; develop methods/metrics for measuring training effectiveness to meet DCSS and LCSA training program goals.

D. Tribal Relations

Provide statewide leadership, through the Department's tribal liaison, to establish direct and open communication with tribal governments in an effort to establish government-to-government relationships and enter into Memorandums of Understanding with comprehensive Tribal IV-D programs, operating under Title 45 CFR § 309.65(a), which shall be included in the state plan.

1) Manage shared tribal IV-D cases where both California and any Tribal IV-D program in California have an interest in the case.

a) Coordinate the transfer of IV-D cases to any comprehensive Tribal IV-D program in California where court action has not been initiated.

b) Coordinate case transfer under California Rule of Court, Rule 5.372, with the LCSA and any Tribal IV-D program in California, where appropriate.

2) Provide locate services to any comprehensive Tribal IV-D program operating under Title 45 CFR § 309.65(a) consistent with Title 42, USC § 654(26) and § 666(c)(1)(D), Title 45 CFR § 302.35, and FC § 17212.

3) Extend the full range of services to any Tribal IV-D program operating under Title 45 CFR § 309.65(a) except for Tribal IV-D responding intergovernmental cases.

E. Audits

1) Data Reliability

a) Coordinate and oversee data reliability monitoring to ensure LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into the state automated system; provide policy and system documentation to ensure data is entered correctly; and ensure LCSA is in compliance with federal state data reliability standards. The implementation of required corrective actions is included in these steps.

c) Coordinate and oversee the quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives. This ensures the maintenance of complete and reliable data in accordance with the standards set forth by the federal incentive funding system.

d) Coordinate, oversee, and participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Provide LCSA-specific case samples selected by federal auditors to validate;

ii) Coordinate, facilitate, and attend conference calls to discuss questions;

iii) Request the LCSA provide any case documentation required;

iv) Work with the LCSA to address and resolve issues with problem cases; and

v) Work with the LCSA to address and resolve any case variances as identified by federal auditors.

2) Administrative Expense Claim Schedule and Certification

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into the Budget and Expenditure Claiming Application (BECA).

a) Perform fiscal reviews of reported expenditures and abatements on the Administrative Expense Claim Schedule.

b) Coordinate and conduct audits and reviews of the LCSAs, to ensure compliance with program requirements.

c) Provide LCSA with notification of the review, audit scope, methodology and audit process.

d) Request and require the LCSA to provide all fiscal and administrative records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records.

e) Follow up on allegations of fiscal noncompliance and evaluate, monitor and document the risk identified and the impact to the child support program.

f) Report on LCSA compliance with the Uniform Requirements, Child Support Program Regulations and in relation to costs claimed in BECA.

g) Obtain corrective action within 6 months following the issuance of the final report.

3) Other Audits

Coordinate and oversee federal and state auditors when conducting required audits to assess completeness, accuracy, reliability, and security of data used in calculating

the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, and contract auditors as prescribed by the Department, access to all requested information in order to conduct audits/reviews including, but not limited to, data reliability audits, administrative and expenditure claim audits, and Internal Revenue Service (IRS) Safeguard reviews.

b) Require LCSA to provide to independent auditors all case records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records. Monitor data reliability to ensure the LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

F. Compliance and Monitoring

In accordance with 45 CFR §§ 303 and 308, the Department will conduct the Annual Federal Self-Assessment Review on a sample of selected cases beginning October 1st of each year to measure compliance with and ensure the implementation of actions necessary to meet federal requirements. The Department will inform the LCSA Compliance Coordinator of the preliminary findings of non-compliance. The Department will make a final determination regarding the preliminary findings in consideration of additional information provided by the LCSA. The Department will notify the LCSA Director and Compliance Coordinator of the requirements to develop a corrective action plan if non-compliance findings have been determined, review the LCSA's corrective action plan for approval or consult with LCSA for revision, report the results of the Federal Self-Assessment Review and any LCSA corrective action plan(s) to the federal Office of Child Support Enforcement (OCSE), and evaluate LCSA's progress in achieving compliance through the implementation of the corrective action plan. In accordance with FC Division 17, Chapters 1 and 2, and Title

22 CCR Division 13. The Department will assess and identify the need for compliance reviews in programmatic areas. Compliance reviews may entail cases, data, or onsite at the LCSA. DCSS will notify the LCSA Director and Compliance Coordinator of the requirements to develop an improvement strategy if non-compliance findings have been determined, review the LCSA's improvement strategy plan for approval or consult with LCSA for revision, and evaluate LCSA's progress in achieving compliance through the implementation of the improvement strategy.

G. Outreach

1) Per 45 CFR § 302.30 and FC § 17210, establish systems for informing the public, including custodial and noncustodial parents of dependent children, of its services and operations.

2) Make Title IV-D outreach materials available to the public and the LCSA.

3) Provide appropriate translation of statewide public education and outreach materials and required forms.

H. Program Performance

1) Performance Management Plan

a) Develop a state strategic plan and annual goals.

b) Develop an annual performance plan aligned with the state strategic plan and annual goals.

c) Review LCSA performance management plans to ensure they incorporate annual goals established by the state.

2) Corrective Action

a) Require a corrective action plan for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies pursuant to FC §

17602.

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the Department shall provide, maintain, and update systems, processes, and guidelines in support of LCSAs as they perform fiscal activities outlined in the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

1) Ensure access to information from the following sources, including but not limited to, IRS, OCSE, Department of Motor Vehicles, Franchise Tax Board, Social Security Administration, Medi-Cal Eligibility Data System, Title IV-A and the Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the DCSS Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

DCSS must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

2) Provide governance and oversight on Information Security and Privacy related issues and represent the Department and LCSA to external agencies

on related matters.

3) Maintain and disseminate Information Security policies and standards consistent with state and federal regulations (see DCSS Information Security Manual, Section 1003 References) and industry best practices.

4) Provide assistance with maintenance of Business Continuity Plans.

5) Follow federal and state requirements for Information Security Incident Reporting.

6) Implement and manage a security safeguards review program which assesses local compliance with all security-related requirements; and assist LCSA Directors and staff with compliance efforts.

7) Coordinate all federal and state Information Security Reporting requirements to include the annual IRS Safeguard Security Report, Business Continuity Plans, and Incident Reporting.

8) Maintain an Information Security Awareness Training program pursuant to federal and state mandates.

9) Monitor access to all information and systems maintained by the Department.

K. Information Technology

1) *IT Policies and Procedures*

Establish, maintain and oversee Information Technology (IT) policies and procedures for child support IT systems in compliance with the Code of Federal Regulations, the State Administrative Manual (SAM), IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the Statewide Information Management Manual, the OCSE Security Agreement and the LCSA Fiscal and Administrative Policy Manual.

2) *IT Procurements*

a) Manage and oversee procurements of IT goods and services in accordance with state and federal laws, regulations, and policies as stated herein. Acquire IT goods and services in accordance with the Principles for IT Procurement per 45 CFR § 95.617, SAM § 5230.4 and Public Contract Code § 12100.

b) Provide oversight of IT procurements to support a new technology project.

c) Provide language to ensure software ownership rights and modification information is incorporated in all applicable procurements.

3) *IT Asset Management*

Manage state-owned IT assets for the child support program; including identification and classification of state-owned hardware and software, telecommunications, maintenance costs and expenditures, support requirements, and the ongoing refresh activities necessary to maintain the IT assets per SAM § 4989.

Establish and maintain policies and procedures for management of IT state-owned assets in accordance with state and federal laws, regulations, OCSE Security Agreement, LCSA Fiscal and Administrative Policy Manual, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), and policies.

a) Manage IT equipment, maintain inventory records on the equipment, and take periodic physical inventories per 45 CFR § 95.707, and Department policies.

b) Establish and maintain contracts to support the warranty ofstate-owned assets.

c) Work with LCSA and vendors to provide replacements of IT equipment that is no longer able to meet the operational requirements.

d) Develop and implement a technology refresh plan to replace equipment prior

to its end of support or lifecycle per SAM § 5001.

e) Manage disposition of all IT assets per 45 CFR § 95.707 and SAM § 5900, § 8633, and § 8640.

4) Systems Development

Responsible and accountable for ensuring the development of technology adheres to the Department, state, and federal regulations and policies.

a) Oversee the development of new technology systems or applications to support the child support program.

b) Ensure information security controls are designed in new system development per SAM § 5315 and the OCSE Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

a) Monitor Section 1115 Demonstration Grant forecasts and announcements.

b) Alert LCSA of potential forecasts, announcements, and timelines for national child support grant program opportunities.

c) Provide support to LCSA in preparing grant conceptual proposals.

d) Assign a grant sponsor to assist the LCSA in the application process for any grant proposal the Department has approved in concept.

e) Submit grant application documents to OCSE.

f) Monitor funded grant projects through completion.

g) Assist LCSA in preparation of periodic and end-of-project performance and financial grant reports; submit to OCSE.

2) Other Grants

Other grants, whether federal, state or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

a) Provide support to LCSA in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under California Health and Human Services.

b) If determined necessary, assist LCSA in completing Institutional Review Board request application and submitting to Committee for the Protection of Human Subjects.

c) If the Institutional Review Board request application is approved, assist LCSA with all monitoring and reporting requirements.

M. Non-Compliance

1) If the LCSA raises a concern where DCSS fails to meet the terms and conditions of this POC and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

2) The Department remains subject to all program requirements as outlined in statute and regulations.

3) If the LCSA is subject to the formal non-compliance process in FC § 17604, and submits a justification for reconsideration, DCSS will:

   a) Consider and make a decision on all appeals within 30 calendar days of receipt of the appeal.

   b) Notify the LCSA in writing, of the results of the request for reconsideration within 30 calendar days of receipt.

   c) Restore any withheld funding to the LCSA if the facts presented in the appeal persuade the Department that the sanctions should not have been imposed.

SECTION V: LCSA RESPONSIBILITIES

As a condition of receiving federal and state funds from the Department, ensure a current, signed POC is received by the Department prior to the beginning of each Federal Fiscal Year.

1) Responsible to provide all Title IV-D program services as required by federal or state laws, regulations, policies, or directives within Mariposa County as directed by the Department and described herein.

2) Notify the Director and Regional Administrator of any situation or circumstance directly impacting the operation of the LCSA, including closure for holidays, furlough and other county specific circumstances.

3) Promptly notify the Director and Regional Administrator of changes in LCSA Executive Management positions.

4) Conduct customer service surveys regularly and provide results monthly to the Department.

A. Case Management

1) Case Processing

a) Accept all applications and referrals requesting service in accordance with 45 CFR § 303.2.

b) Per 45 CFR § 303.4 and 45 CFR § 303.31(b), establish child support and medical supportorders.

c) Per 45 CFR § 302.31 and 22 CCR § 112210, ensure all actions on a Title IV-D case have been suspended; when:

i) Notified by the County Welfare Department of good cause for non-cooperation pursuant to Welfare and Institutions Code (WIC) § 11477.04.

ii) The case is under the jurisdiction of the juvenile court as provided in WIC §300.

d) In accordance with 45 CFR § 303.3, conduct locate activities, using all appropriate federal, state, and local locate resources to assist in the location of all parents ordered to pay support (PPS) or persons ordered to receive support (PRS) whose whereabouts or assets are unknown.

e) Initiate appropriate enforcement actions to obtain payment of current and past due support in all Title IV-D cases with court orders for child and/or medical support in accordance with federal and state laws, regulations and policies (45 CFR § 303.6).

f) Enter into CSE and report to the County Welfare Department, whenknown, the following on Title IV-D cases:

i) Any welfare applicant/recipient who refuses to cooperate with the LCSA in the establishment or enforcement of child support orders (45 CFR §264.30).

ii) Payments directly received by aided PRS in accordance with 45 CFR § 302.32(a).

g) In accordance with 45 CFR § 303.8, review child support orders when requested by a PPS or PRS, or, when the LCSA becomes aware of a change of circumstances which may affect the support obligation. Review and, if appropriate, adjust orders for current Temporary Assistance for Needy Families (TANF).

h) Manage Title IV-D cases from other jurisdictions pursuant to the Uniform Interstate Family Support Act (FC §§ 5700.101-5700.905).

i) Comply with federal and state laws, regulations, policies, and directives for case closure (45 CFR § 303.11).

j) Ensure all financial processing is in accordance with 45 CFR § 302.32(b).

2) Case Records Maintenance

Prepare and maintain records for each Title IV-D case which includes information necessary for proper and efficient processing of cases in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program (45 CFR § 302.15). This includes, but is not limited to, the following:

a) Applications for child support services.

b) Records created to locate and identify PPSs, to establish paternity, and to obtain, modify, and enforce support orders, including medical support, and the costs incurred in such actions. This includes any relevant facts and actions taken by the LCSA and the results of such action.

c) All records pertaining to complaint resolution and state hearings (22 CCR § 120107).

3) *Record Retention*

a) For data housed by and under control of the LCSA, maintain all Title IV-D closed case records for a period of four years and four months from the date of case closure per 22 CCR § 111450, and purge from all systems unless the case is subject to an open federal or state audit, civil litigation, or a court order that extends the retention period.

b) Extend the retention period and maintain case records for any open federal or state audit, civil litigation, or a court order until the audit is complete, the court case is closed, or a court ordered extension of the retention period expires.

c) Per IRS Publication 1075, retain electronic and non-electronic FTI logs for five years.

d) The LCSA may send documents to central imaging or use local scanning capabilities. All documents scanned into CSE must be verified as readable.

   i) Once the documents have been verified, those documents must be destroyed via the LCSAs' confidential destruct process.

e) Where an LCSA opts to electronically file documents signed under penalty of perjury, the LCSA will ensure compliance with FC § 17400(b)(3) by uploading a copy of the signed document to CSE for retention for the period required by law.

f) Where the LCSA opts to maintain the originally signed document in hard copy, per the option under Code of Civil Procedure § 1010.6(b)(2), the LCSA will maintain this original for the period required under Government Code § 68152(a)(7).

4) Case Complaint Resolution

a) Ombudsperson

i) Have in place an Ombudsperson who is responsible for the implementation of a program which provides assistance to PRSs and PPSs, employers, and the public on inquiries regarding the child support program, local complaint resolution process, and the state hearing process. The Ombudsperson shall be the liaison with the Department for all issues relating to the Ombudsperson program. The Ombudsperson shall review complaint activity, identify systemic issues, and make recommendations to the LCSA Director for improvement of services to customers.

ii) The Ombudsperson is the designated State Hearing Coordinator for the purpose of managing the hearing schedule, securing the hearing site, contracting, and acting as the contact person for the complainant and liaison with the State Hearing Office.

b) Complaint Resolution Program and State Hearing

Maintain a complaint resolution program and state hearing process as set forth in FC § 17800, et seq., and as specified in Title 22 CCR § 120100, et seq. The LCSA shall:

i) Maintain the complaint resolution process and seek to resolve all complaints within 30 days, accurately track and report any complaints in the Department's Complaint Resolution Tracking System, make complaint resolution activity log entries in the CSE system, image or send to central scan complaint resolution documents, work with the Department's Office of Legal Services staff to facilitate resolution of any complaints as needed, and continue to work with customers to resolve issues regardless of whether or not the customer requested a state hearing. Follow the procedures detailed in the Complaint Resolution and

State Hearing procedures located in the Statewide Procedures Manual on California Child Support Central.

5) Litigation, Writs and Appeals, and Class Action Settlements

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) LCSA shall notify the Department using the Appellate Case Review process/form as soon as possible, but no later than five business days after receipt of notice of an appeal in a Title IV-D case and provide an LCSA attorney to discuss the case at the next Appellate Advisory Committee meeting.

b) LCSAs who wish to pursue a writ or appeal of a court's decision on a Title IV-D case, shall submit a request to the Department using the Appellate Case Review process/form prior to taking any appellate action. Consistent with the authority established in FC § 17304(b), a writ or appeal shall not be filed unless approved by the Department. However, this provision is not intended to prevent any action by a county counsel, or private counsel hired to act in the same capacity as a county counsel, to defend the county from any action for damages, including sanctions.

c) The LCSA, when informed of such action being taken by the county counsel or private counsel, shall inform the Department by way of email (DCSSLegalServicesMailbox@dcss.ca.gov) when the action is related to a child support matter.

d) Notify the Department of class actions and class action settlements where LCSAs believe statewide enforcement against such settlements may be beneficial to collect outstanding child support obligations.

i) Cooperate with DCSS regarding the Department's statewide management of this enforcement, unless and until the LCSA is

notified that the Department will not pursue statewide enforcement.

ii) This section does not prohibit an LCSA from taking action to intercept potential disbursements due to individual, already-identified non-custodial parents who are plaintiffs or claimants in the class action.

B. Parentage Opportunity Program

Legal paternity and parentage can be established by the execution of a Voluntary Declaration of Parentage (VDOP). The VDOP is signed in the presence of an authorized witness at the time of the child's birth or anytime thereafter. Witnessing agencies, which include birthing hospitals and other entities that provide prenatal services, local registrars of births and deaths, courts, county welfare departments, and LCSAs within the state provide information about POP, witness the completion of the VDOP, and are responsible for submitting signed VDOPs to DCSS for filing. California currently has over 750 authorized witnessing agencies throughout the state, that participate by promoting and administering POP, in collaboration with DCSS, to provide voluntary paternity and parentage establishment services as set forth in 45 CFR § 302.31(a)(1), § 302.70(a)(5), § 303.5(g) and FC §§ 7570 – 7577.

LCSA shall establish a "POP Coordinator" as a point of contact for DCSS, maintain a written agreement with local birthing hospitals and other entities that provide prenatal services to ensure that completed VDOP forms are submitted to DCSS within 20 days of the date the last parent signed the VDOP and pay a sum of $10 for each VDOP that is subsequently filed by DCSS, and submit each written agreement with a birthing hospital and other entities that provide prenatal services to DCSS for upload into the Cooperative Agreement Tracking System. Each LCSA shall provide training and outreach to staff of all authorized agencies within the county, including birthing hospitals, to ensure staff are able to explain to parents their rights and responsibilities, respond to questions, witness parents' signatures, and attend periodic POP training provided by DCSS.

C. Training

1) Collaborate with DCSS to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; respond to DCSS annual survey to communicate those needs.

2) When statewide standards have been developed, ensure that locally developed child support program related training material complies with statewide standards, federal and state policies, regulations and laws.

D. Tribal Relations

Maximize opportunities to establish and maintain effective working relationships with tribal governments.

Pursuant to Title 42 USC Chapter 7 § 654(7) and (33), and Title 45 CFR § 302.34, the LCSA may enter into cooperative agreements with other entities, including Indian tribes or tribal organizations provided they are included in the Title IV-D state plan. LCSAs pursuing working relationships with tribal governments could include, but are not limited to, developing:

1) Cooperative agreements with individual Tribal TANF programs to establish procedures for referring Tribal TANF recipients to the LCSA to secure Title IV-D services and to memorialize the expectations of both the Tribal TANF program and the LCSA. This agreement must be submitted to the Department prior to enactment for approval.

2) Cooperative agreements with federally recognized tribes, pursuant to the Full Faith and Credit for Child Support Orders Act (FFCCSOA) which specifically applies to Indian Country (as defined by Title 18 USC § 1151), as well as States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and U.S. territories and possessions, to recognize and enforce the other's valid child support orders, i.e., orders entered with appropriate subject matter and personal jurisdiction. The FFCCSOA requires the appropriate parties of such

jurisdiction to:

a) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

b) Modify such an order only in accordance with FFCCSOA.

3) In addition, the LCSA shall take the following actions:

a) Appoint a tribal liaison to provide local expertise on tribal matters and serve as a single point of contact for tribes, tribal organizations, and Tribal IV-D programs; and participate in all activities convened by the Department's tribal liaison related to tribal issues.

b) Initiate and appear at court proceedings under California Rule of Court, Rule 5.372 at the request of the Department.

c) Provide notice to the Tribal IV-D program operating under Title 45 CFR § 309.65(a) in California.

d) File a motion with the court that shows the manner in which the intent to request case transfer was made in accordance with FC § 17212 and which states whether any party provided with notice objected, the identity of the party objecting, and the reason indicated for the objection.

e) Conduct itself in accordance with FC § 17406 which includes providing the court with authorities to secure information concerning tribal laws and the legal effect of tribal judgments or orders under FC § 5700.317.

f) Provide assistance, upon request, with case account and unreimbursed assistance pool audits as needed.

g) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

h) Modify such a child support order only in accordance with FFCCSOA.

i) Provide the full range of services available under the Title IV-D plan in responding to intergovernmental cases under Title 45 CFR § 302.36, to any comprehensive Tribal IV-D programs operating under Title 45 CFR§ 309.65(a).

E. Audits

1) Data Reliability

a) Maintain complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into CSE; follow policy and system documentation to ensure data is entered correctly; and maintain compliance with federal and state data reliability standards. The implementation of required corrective actions is included in these steps.

c) To ensure the maintenance of complete and reliable data is in accordance with the standards set forth by the federal incentive funding system, conduct quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives.

d) Participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Validation of data in cases that are part of the sample selected by the federal auditors;

ii) Submission of any related questions to the Department;

iii) Attending conference calls to discuss questions;

iv) Assemble and provide any hardcopy case documentation required, and image such documents to ensure availability of documents in CSE;

v) Working with the Department to address and resolve issues with problem cases; and

vi) Working with the Department to address and resolve any case variances as identified by the federal auditors.

e) Provide, when requested, the number of full-time equivalent staff including part-time and contracted staff each month.

2) Administrative Expense Claim Schedule and Certification

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into BECA.

a) Monitor the fiscal administration and program performance to ensure compliance with all related laws, regulations and policy in administering the child support program, including the adequate safeguard of program assets.

b) Implement an effective system of internal controls.

c) Ensure proper reporting of claimed costs on the Administrative Expense Claim Schedule and in BECA.

d) Gather and provide the auditor access to all records and documents to support fiscal and administrative compliance.

e) Coordinate and provide staff for interviews, conference calls, entrance conferences, and exit conferences.

f) Provide a written response to reported audit findings (if any).

g) Develop a plan of action and provide documentation that demonstrates corrective action of findings was taken within 6 months following the issuance

of the final report (as needed).

3) Other Audits

Allow federal and state auditors to conduct required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, California Department of Child Support Services and contract auditors as prescribed by the Department access to all requested information in order to conduct audits/review including, but not limited to, data reliability audits, administrative and expenditure claims audits, and IRS Safeguard reviews.

b) Provide necessary case records to independent auditors. Recipients and sub-recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 2 CFR Part 200, Subpart F – Audit Requirement Sections 200.500 – 200.521. In addition, each sub-recipient shall permit independent auditors to have access to the records and financial statements.

F. Compliance and Monitoring

Pursuant to 45 CFR §§ 303 and 308 LCSA will respond to inquiries by the Department in regard to the Annual Federal Self-Assessment Review findings and develop and submit a corrective action plan to DCSS for approval if the LCSA is deemed to be out of compliance.

Pursuant to FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13, LCSA will respond to inquiries by DCSS regarding the programmatic areas determined in need of compliance reviews and develop and submit an improvement strategy to DCSS for approval if the LCSA is deemed to be out of compliance.

G. Outreach

1) Per 45 CFR § 302.30 and FC § 17210, conduct outreach programs to inform the public of the availability of Title IV-D services.

2) Collaborate with the Department to make Title IV-D outreach materials available to the public.

H. Program Performance

1) Performance Management Plan

Implement a performance management plan.

a) Align tactics with the Department's Strategic Plan and annual goals.

b) Focus on enhancing the delivery of program services and improved performance.

2) Corrective Action

Develop and implement a corrective action plan, as required by the Department and/or the federal government, for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies as may be required by the Department pursuant to FC § 17602.

I. Fiscal Administration

LCSAs shall effectively manage their budget and ensure expenditures adhere to federal, state, and local guidelines throughout the year to remain within their total Administrative and Electronic Data Processing allocations. LCSAs shall perform fiscal activities and submit complete and accurate financial and statistical information in accordance with federal and state laws, regulations, the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

Establish, implement, and enforce information security protocols consistent with the Department Information Security Manual, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), and other relevant information security authority such as state and federal law or recognized national standards

1) Implement policies and procedures consistent with the Information Security Manual to ensure child support customer information is secure and protected from intentional and unintentional misuse or exposure. Controls include but are not limited to:

a) Limit access, use or disclosure of confidential child support information to purposes described in IRS Code 6103(p)(4), 6103 (l)(6), 6103 (l)(8), 6103 (l)(10), Title 42 USC § 653a (f), (g) and (h); Title 45 CFR § 302.35, § 307.10, § 307.11, § 307.13, and FC § 17212, and SAM § 5300. Maintain and disseminate Information Security policies and standards consistent with 5 USC § 552a, 42 USC § 654(26), 45 CFR § 95.621, 45 CFR § 302.85, 45 CFR§ 303.21, 45 CFR § 305.60, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), NIST 800-53 rev. 4, CA Civil Code § 1798.29, SAM § 5300, and Payment Card Industry Data Security Standard version 3.0.

b) Include safeguarding language in any agreement or contract defining access, user disclosure, and disposal of confidential child support information by third party organizations. Sample safeguarding language is available on the Information Security site on California Child Support Central.

c) Ensure personally identifying information is not subject to publicdisclosure.

d) Comply with the confidentiality provisions of FC § 17212 (Ensuring the Confidentiality of Support Enforcement Records), and Title 22 CCR §§ 111430-111440.

e) Comply with provisions of IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*) to restrict disclosure of FTI.

2) Ensure access to information from the following sources, including, but not limited to the IRS, OCSE, Social Security Administration, Department of Motor Vehicles, Medi-Cal Eligibility Data System, Title IV-A and Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

   LCSA must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4,"Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

3) Maintain Business Continuity Plans to ensure appropriate level of service continuity. Business Continuity Plans shall be updated annually and submitted to the Department upon request.

4) All LCSA employees are required to successfully complete the online Department Security Awareness Training Program prior to being granted access

to any child support information assets. Annually thereafter, the online training program must be completed to ensure compliance to departmental security awareness management requirements.

a) The LCSA will ensure all contractors/vendors successfully complete at initial hire and annually thereafter the Department Contractor/Vendor Security Awareness Training provided by the Department's Information Security Office.
b) The LCSA is responsible for keeping an annual record of the contractor/vendors confidentiality statement, or upon new hire.

5) Comply with information security incident management in accordance with the requirements listed in the Incident Response Policy and cooperate with the Department to effectively respond and mitigate all incidents.

6) Notify the Department Information Security Office prior to developing any hardware or software, including applications, tools or macros, that would interface with Department systems or use or manipulate child support data, including those that would download, extract and/or store that data.

7) Immediately report any suspected or known security or privacy related issues to the Department's Information Security Office.

K. Information Technology

1) IT Policies and Procedures

Comply with Information Technology policies and procedures in compliance with the Code of Federal Regulations, Title 45, the SAM §§ 4800-5900, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the State Information Management Manual, and the LCSA Fiscal and Administrative Policy Manual.

Submit complete and accurate information to the Department for IT services as required by Departmental, state and federal laws, regulations, and policies.

2) IT Procurements

a) Comply with the Department IT Procurement processes which are regulated per state policies and procedures.
b) Obtain prior Departmental approval for IT Procurements as identified in the LCSA Fiscal and Administrative Policy Manual.

3) IT Asset Management

Comply with Departmental, state and federal laws, regulations, policies, and LCSA Fiscal and Administrative Policy Manual to ensure effective tracking and management of state- owned IT assets for the child support program.

a) Submit a notification when moving state-owned IT assets. The notification shall be submitted to the Department a minimum of 60 days prior to the anticipated date of physical relocation of the state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.

b) Submit a list of state-owned IT assets to be surveyed for disposal. The list shall be submitted to the Department within a minimum of 30 days for approval/denial and handling instructions.

c) Comply with the OCSE Security Agreement in that State-owned equipment has the appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches.

4) Systems Development

a) Obtain approval from the Department through the DCSS IT Governance Process prior to the development of software, automation processes, and

other technology related systems to support the child support program utilizing Child Support Program data.

b) Comply with Departmental, state and federal laws, regulations, policies and instructions for system development activities per SAM § 4800, IRS 1075 Publication (including attached Exhibit 7, *Safeguarding Contract Language*), and the OCSE Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

a) LCSA may submit a conceptual proposal to the Department.

b) If the state is awarded a grant by OCSE, the LCSA, as the demonstration site, will ensure milestones and projects are on track through completion of the grant.

c) Communicate with the Department on all grant activities.

d) Prepare all periodic and end-of-project performance and financial grant reports and,

e) Submit all grant reports to the Department for review, approval, and submission to OCSE.

2) Other Grants

Other grants, whether federal, state, or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA

and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

a) LCSA will consult with DCSS in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under the California Health and Human Services Agency

b) If determined necessary, the LCSA will consult with DCSS in completing the Institutional Review Board request application.

c) If the Institutional Review Board request application is approved, LCSA will consult with DCSS to ensure all monitoring and reporting requirements are met.

M. Non-Compliance

1) If the LCSA fails to meet the terms and conditions of this POC, and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

2) Any program compliance issue that cannot be resolved through the informal resolution process, may be escalated to the formal process outlined in FC § 17604.

3) If the LCSA is subject to the formal non-compliance process in FC § 17604 and chooses to request reconsideration from the Director of the Department or his/her designee, the LCSA will submit a justification for not meeting a requirement in this agreement. This assumes new or additional information, not previously available to either the LCSA or to the Department, has come to light and could substantially alter the position of the state and, subsequently, the outcome for the LCSA. The justification must be submitted within 30 working days from the date the Department's notification letter to the LCSA is postmarked.

SECTION VI: ADDITIONAL PROVISIONS

A. Certification of Contractor(s)

Certify, by signing this POC, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable. And that a contractor providing Title IV-D services must certify by signing an agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency. Where the prospective contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, such contractor must attach an explanation to their proposal. If the LCSA is unable to certify any of these statements, it must attach an explanation to that effect to the POC at the time of signing.

B. Certification of Lobbying

1) Certify by signing this POC, that no federal appropriated funds will be paid by, or on behalf of, the LCSA, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress; an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) Include language of this certification in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3) Allow for inspection, review, and/or audit by authorized federal, state, regional, and county officials all Title IV-D records maintained pursuant to this POC.

C. State and Federal Law Conflicts

To the extent that any provision of this POC or portion thereof is in conflict with any federal laws and/or state laws, and/or implementing federal regulations and/or state regulations, the laws and/or implementing regulations supersede such provision or portion thereof.

D. Severability

If any provision of this POC or any portion is adjudged to be invalid by a court of competent jurisdiction, or if any provision of this POC or a portion loses its force or effect as a result of legislative action, that judgment or action does not affect the remainder of the provisions of this POC.

SECTION VII: TERM AND APPROVAL

Effective Date: May 20, 2021 **Expiration Date**: September 30, 2021

The initial intended term of this POC is from the effective date until the end of the federal fiscal year. However, this POC shall automatically renew for an additional federal fiscal year, until and unless it is expressly superseded by a future POC. This POC shall also be subject to amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

This POC shall be signed by the Director of the LCSA and returned to the Department on or before May 20, 2021. Failure to sign and return this POC may result in the withholding of part or all of the federal and state funds including incentive funds, or other compliance actions authorized by federal or state law, regulation, or policy.

This POC may be amended by a written agreement of both parties if required by changes in policies or directives that may occur during the term of this POC. The Department will communicate with the LCSA regarding any and all obligations under this POC and will, as needed, meet with the LCSA on issues or concerns about program responsibility, operations, or performance.

Failure of the parties to amend or renew the POC to reflect new or revised federal and state laws, regulations, policies, and directives does not relieve the LCSA of the responsibility to act in accordance with those laws, regulations, and requirements.

Dated: MAY 4, 2021

Sharon Wardale-Trejo , Director
Mariposa County
Department of Child Support Services

Dated: 5/6/2021

David Kilgore, Director
California Department of Child Support
Service

Dated: 5-4-21

APPROVED AS TO FORM

Steve W. Dahlem
County Counsel

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

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

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

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

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

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

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

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

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

(8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

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

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

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

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

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

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

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

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

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

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

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

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

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

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

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

III. INSPECTION

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

CALIFORNIA
DEPARTMENT OF
CHILD SUPPORT SERVICES

STATE
LOCAL CHILD SUPPORT AGENCY

PLAN OF COOPERATION

FFY 2025

OCTOBER 1, 2024 – SEPTEMBER 30, 2025

Amended October 1, 2024

CALIFORNIA
CHILD SUPPORT SERVICES

Table of Contents

SECTION I: PURPOSE 1

SECTION II: AUTHORITY 1

SECTION III: GENERAL PROVISIONS 2

SECTION IV: DEPARTMENT RESPONSIBILITIES 2

A. Case Management 3

B. Parentage Opportunity Program 5

C. Training 6

D. Tribal Relations 6

E. Audits 7

F. Compliance and Monitoring 9

G. Outreach 10

H. Program Performance 10

I. Fiscal Administration 11

J. Information Security and Privacy Protection 11

K. Information Technology 12

L. Grants 14

M. Non-Compliance 15

SECTION V: LCSA RESPONSIBILITIES 16

A. Case Management 17

B. Parentage Opportunity Program 22

C. Training 23

D. Tribal Relations 23

E. Audits 25

F. Compliance and Monitoring 27

G. Outreach 28

H. Program Performance 28

I. Fiscal Administration 28

J. Information Security and Privacy Protection 29

K. Information Technology 31

L. Grants 33

M. Non-Compliance 34
SECTION VI: ADDITIONAL PROVISIONS 35
A. Certification of Contractor(s) 35
B. Certification of Lobbying 35
C. State and Federal Law Conflicts 36
D. Severability 36
SECTION VII: TERM AND APPROVAL 37
Exhibit 7: Safeguarding Contact Language 38

SECTION I: PURPOSE

The purpose of this State / LCSA Plan of Cooperation, hereinafter referred to as the "POC," is to define responsibilities for securing child support, including child support establishment, collection, and disbursement services; medical support; determining paternity; and providing other public services in accordance with the provisions of Title IV-D of the Social Security Act, Title 42 USC § 651 et seq., hereinafter referred to as "Title IV-D," "Title IV-D program," or "Title IV-D services."

This POC is between the Department of Child Support Services, hereinafter referred to as the "Department" or "DCSS" and the Mariposa County Department of Child Support Services, hereinafter referred to as the "Local Child Support Agency" or "LCSA."

SECTION II: AUTHORITY

Family Code (FC) § 17202 designates the Department as the single organizational unit whose duty it shall be to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. State plan functions shall be performed by other agencies as required by law, by delegation of the Department, or by cooperative agreements.

FC § 17304(a) requires the Director of the Department to negotiate and enter into cooperative agreements with county and state agencies to carry out the requirements of the state plan for administering the Title IV-D child support program.

FC § 17304(b) requires the Director of the Department to have direct oversight and supervision of the Title IV-D operations of the LCSA. No other local or state agency shall have any authority over the LCSA as to any function relating to its Title IV-D operations.

FC § 17314(b) requires Regional Administrators to oversee the LCSAs to ensure compliance with all state and federal laws and regulations.

SECTION III: GENERAL PROVISIONS

The Department and LCSA shall comply and work in collaboration with all provisions of this POC, Title IV-D of the Social Security Act, and all federal and state laws, regulations, policies and directives.

SECTION IV: DEPARTMENT RESPONSIBILITIES

Per FC § 17304(c), and as a condition of disbursing federal and state funds to the LCSA, ensure a current, signed POC is on file. Amend the POC to reflect new or revised federal and state laws, regulations, policies, and directives as necessary. The Department shall ensure that the LCSA has the POC within 60 days of effective date in order to acquire appropriate approvals.

1) Per FC § 17306(a), develop, adopt and disseminate forms, policies, and procedures to inform the LCSA and other appropriate county agencies of federal and state law, policies, standards, procedures, and instructions relative to Title IV-D services.

2) Per FC § 17310, formulate, adopt, amend, or repeal regulations affecting the purposes, responsibilities, and jurisdiction of the Department consistent with the law and necessary for the administration of the state plan for securing child support and enforcing spousal support and determining paternity.

3) Communicate with the Judicial Branch Partners regarding statewide uniformity issues, statewide standards, LCSA/local court handling of LCSA cases and workload priorities.

4) Per 45 CFR § 302.12(a)(2), maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all automation functions for which it is responsible under the Title IV-D state plan and other federal and state automation requirements.

5) Initiate legislation, as appropriate, to improve clarity and efficiency of the child support program and ensure compliance with federal and state laws, regulations, policies, and directives. Consider legislative initiatives proposed to the Department by the LCSA.

6) Analyze pending legislation to identify the impact to the child support program if enacted.

7) Provide quarterly summaries of statewide customer service survey results to the LCSA.

A. Case Management

1) Case Processing

Establish and maintain systems and procedures to facilitate the LCSA administration of the Title IV-D program.

a) Per 45 CFR §302.51(a)(1), accurately collect and distribute child support, medical support, and spousal support payments in accordance with federal and state laws, regulations, policies, and directives. Take all steps necessary to minimize undistributed collections.

b) Extend the full range of Intergovernmental services available under the Title IV-D plan per 45 CFR §302.36.

2) Case Record Maintenance

Per 45 CFR §302.85, manage the Child Support Enforcement (CSE) system and maintain CSE data in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program.

3) Record Retention

Maintain all closed Title IV-D case records in CSE for a period of four years and four months from the date of case closure, per 22 California Code of Regulations (CCR) § 111450, unless the case is subject to an open federal or state audit, civil litigation, or a court order which extends the retention period.

Maintain case records that contain IRS federal tax information (FTI) for a period of seven years, per IRS Publication 1075 Section 9.3.3.10.

When required by law, such as FC § 17400(b)(3) for retention of documents electronically filed, but signed under penalty of perjury, ensure that case records are retained as required.

4) Case Complaint Resolution

a) Ombudsperson Program

i) Public Inquiry Response Team coordinates with LCSA Ombudsperson liaison(s) to respond to participants or outside inquiries.

ii) Maintain a statewide list of Ombudspersons.

b) Complaint Resolution Program and State Hearing

i) Maintain the Department portion of the complaint resolution and state hearing process as set forth in FC § 17800 et seq., including maintenance of the Complaint Resolution Tracking System.

ii) Work with the LCSA to facilitate resolution of any complaints as needed.

iii) Provide statewide training regarding handling of participant inquiries, complaint resolution, Complaint Resolution Tracking System and state hearings.

5) Litigation, Writs and Appeals, and Class Action Settlements

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) Provide a procedure to review incoming appellate case submissions provided by LCSAs including respondent and appellant case submissions. Pursuant to FC §17304(b), review, approve or deny any request from an LCSA to pursue a writ or appeal.

b) Contract with the California Department of Justice to provide appellate representation in Title IV-D appeals, at no cost to LCSA.

c) Provide direction and action regarding statewide enforcement against potential recovery by obligors of settlements arising from class action litigation. This includes, but is not limited to:

   i) Act as the Statewide point of contact for outreach to obtain information and secure data matches.

   ii) Submit income withholding orders or other levy tools and review efficacy of efforts.

B. Parentage Opportunity Program

The California Paternity Opportunity Program (POP) was established in 1995 to comply with the federal mandate (Title 42 United States Code (USC) 666(a)(5)(C)) to have a simple system for an unmarried mother and biological father to establish paternity. For more than 25 years, POP has established paternity for over 3.6 million children in California. In September 2018, Assembly Bill 2684, which proposed to expand the existing voluntary declaration of paternity procedures, was passed into law. AB 2684 amended the Uniform Parentage Act, and effective January 1, 2020, the Paternity Opportunity Program was renamed the Parentage Opportunity Program. DCSS operates the POP in collaboration with the LCSAs as set forth in 45 CFR § 302.31(a)(1), §

302.70(a)(5), § 303.5(g) and FC §§ 7570–7581.

C. Training

1) Collaborate with LCSA to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; develop annual training survey to assess those needs.

2) Develop short and long-term program training goals; develop methods/metrics for measuring training effectiveness to meet DCSS and LCSA training program goals.

D. Tribal Relations

Provide statewide leadership, through the Department's tribal liaison, to establish direct and open communication with tribal governments in an effort to establish government-to-government relationships and enter into Memorandums of Understanding with comprehensive Tribal IV-D programs, operating under Title 45 CFR § 309.65(a), which shall be included in the state plan.

1) Manage shared tribal IV-D cases where both California and any Tribal IV-D program in California have an interest in the case.

a) Coordinate the transfer of IV-D cases to any comprehensive Tribal IV-D program in California where court action has not been initiated.

b) Coordinate case transfer under California Rule of Court, Rule 5.372, with the LCSA and any Tribal IV-D program in California, where appropriate.

2) Provide locate services to any comprehensive Tribal IV-D program operating under Title 45 CFR § 309.65(a) consistent with Title 42, USC § 654(26) and § 666(c)(1)(D), Title 45 CFR § 302.35, and FC § 17212.

3) Extend the full range of services to any Tribal IV-D program operating under Title 45 CFR § 309.65(a) except for Tribal IV-D responding intergovernmental cases.

E. Audits

1) Data Reliability

a) Coordinate and oversee data reliability monitoring to ensure LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into the state automated system; provide policy and system documentation to ensure data is entered correctly; and ensure LCSA is in compliance with federal state data reliability standards. The implementation of required corrective actions is included in these steps.

c) Coordinate and oversee data reliability reviews and participate in other data reliability efforts consistent with Department directives. This ensures the maintenance of complete and reliable data in accordance with the standards set forth by the federal incentive funding system.

d) Coordinate, oversee, and participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Provide LCSA-specific case samples selected by federal auditors to validate;

ii) Coordinate, facilitate, and attend conference calls to discuss questions;

iii) Request the LCSA provide any case documentation required;

iv) Work with the LCSA to address and resolve issues with problem cases; and

v) Work with the LCSA to address and resolve any case variances as identified by federal auditors.

2) Administrative Expense Claim Schedule and Certification

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into the Budget and Expenditure Claiming Application (BECA).

a) Perform fiscal reviews of reported expenditures and abatements on the Administrative Expense Claim Schedule.

b) Coordinate and conduct audits and reviews of the LCSAs, to ensure compliance with program requirements.

c) Provide LCSA with notification of the review, audit scope, methodology and audit process.

d) Request and require the LCSA to provide all fiscal and administrative records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as coordinating access to necessary case and financial records.

e) Follow up on allegations of fiscal noncompliance and evaluate, monitor and document the risk identified and the impact to the child support program.

f) Report on LCSA compliance with the Uniform Requirements, Child Support Program Regulations and in relation to costs claimed in BECA.

g) Obtain corrective action within 6 months following the issuance of the final report.

3) Other Audits

Coordinate and oversee federal and state auditors when conducting required audits to assess completeness, accuracy, reliability, and security of data used in calculating

the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, and contract auditors as prescribed by the Department, access to all requested information in order to conduct audits/reviews including, but not limited to, data reliability audits, administrative and expenditure claim audits, and Internal Revenue Service (IRS) Safeguard reviews.

b) Require LCSA to provide to independent auditors all case records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as coordinating access to necessary case and financial records. Monitor data reliability to ensure the LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

F. Compliance and Monitoring

In accordance with 45 CFR §§ 303 and 308, the Department will conduct the Annual Federal Self-Assessment Review on a sample of selected cases beginning October 1st of each year to measure compliance with and ensure the implementation of actions necessary to meet federal requirements. The Department will inform the LCSA Compliance Coordinator of the preliminary findings of non-compliance. The Department will make a final determination regarding the preliminary findings in consideration of additional information provided by the LCSA. The Department will finalize the results of the review by March 31st of the following year. The Department will notify the LCSA Director and Compliance Coordinator of the requirements to develop a corrective action plan if non-compliance findings have been determined, review the LCSA's corrective action plan for approval or consult with LCSA for revision, report the results of the Federal Self-Assessment Review and any LCSA corrective action plan(s) to the federal Office of Child Support Services (OCSS),

and evaluate LCSA's progress in achieving compliance through the implementation of the corrective action plan. In accordance with FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13. The Department will assess and identify the need for compliance reviews in programmatic areas. Compliance reviews may entail a review of cases, data, or an onsite review at the LCSA. DCSS will notify the LCSA Director and Compliance Coordinator of the requirements to develop an improvement strategy if non-compliance findings have been determined, review the LCSA's improvement strategy plan for approval or consult with LCSA for revision, and evaluate LCSA's progress in achieving compliance through the implementation of the improvement strategy.

G. Outreach

1) Per 45 CFR § 302.30 and FC § 17210, establish systems for informing the public, including persons receiving support and parents ordered to pay support, of its services and operations.

2) Make Title IV-D outreach materials available to the public and the LCSA.

3) Provide appropriate translation of statewide public education and outreach materials and required forms.

H. Program Performance

1) Performance Management Plan

a) Develop a state strategic plan and annual goals.

b) Develop an annual performance plan aligned with the state strategic plan and annual goals.

c) Review LCSA performance management plans to ensure they incorporate annual goals established by the state.

2) Corrective Action

a) Require a corrective action plan for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies pursuant to FC §17602.

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the Department shall provide, maintain, and update systems, processes, and guidelines in support of LCSAs as they perform fiscal activities outlined in the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

1) Ensure access to information from the following sources, including but not limited to, IRS, OCSS, Department of Motor Vehicles, Franchise Tax Board, Social Security Administration, Medi-Cal Eligibility Data System, Title IV-A and the Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the DCSS Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

DCSS must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4 - “Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration” (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on

California Child Support Central.

2) Provide governance and oversight on Information Security and Privacy related issues and represent the Department and LCSA to external agencies on related matters.

3) Maintain and disseminate Information Security policies and standards consistent with state and federal regulations (see DCSS Information Security Manual, Section 1003 References) and industry best practices.

4) Provide assistance with maintenance of Business Continuity Plans.

5) Follow federal and state requirements for Information Security Incident Reporting.

6) Implement and manage a security safeguards review program which assesses local compliance with all security-related requirements; and assist LCSA Directors and staff with compliance efforts.

7) Coordinate all federal and state Information Security Reporting requirements to include the annual IRS Safeguard Security Report, Business Continuity Plans, and Incident Reporting.

8) Maintain an Information Security Awareness Training program pursuant to federal and state mandates.

9) Monitor access to all information and systems maintained by the Department.

K. Information Technology

1) *IT Policies and Procedures*

Establish, maintain and oversee Information Technology (IT) policies and procedures for child support IT systems in compliance with the Code of Federal Regulations, the

State Administrative Manual (SAM), IRS Publication 1075 (including attached Exhibit 7*, Safeguarding Contract Language*), the Statewide Information Management Manual, the OCSS Security Agreement and the LCSA Fiscal and Administrative Policy Manual.

2) IT Procurements

a) Manage and oversee procurements of IT goods and services in accordance with state and federal laws, regulations, and policies as stated herein. Acquire IT goods and services in accordance with the Principles for IT Procurement per 45 CFR § 95.617, SAM § 5230.4 and Public Contract Code § 12100.

b) Provide oversight of IT procurements to support a new technology project.

c) Provide language to ensure software ownership rights and modification information is incorporated in all applicable procurements.

3) IT Asset Management

Manage state-owned IT assets for the child support program; including identification and classification of state-owned hardware and software, telecommunications, maintenance costs and expenditures, support requirements, and the ongoing refresh activities necessary to maintain the IT assets per SAM § 4989.

Establish and maintain policies and procedures for management of IT state-owned assets in accordance with state and federal laws, regulations, OCSS Security Agreement, LCSA Fiscal and Administrative Policy Manual, IRS Publication 1075 (including attached Exhibit 7*, Safeguarding Contract Language*), and policies.

a) Manage IT equipment, maintain inventory records on the equipment, and take periodic physical inventories per 45 CFR § 95.707, and Department policies.

b) Establish and maintain contracts to support the warranty of state-owned assets.

c) Work with LCSA and vendors to provide replacements of IT equipment that is no longer able to meet the operational requirements.

d) Develop and implement a technology refresh plan to replace equipment prior to its end of support or lifecycle per SAM § 5001.

e) Manage disposition of all IT assets per 45 CFR § 95.707 and SAM § 5900, § 8633, and § 8640.

4) Systems Development

Responsible and accountable for ensuring the development of technology adheres to the Department, state, and federal regulations and policies.

a) Oversee the development of new technology systems or applications to support the child support program.

b) Ensure information security controls are designed in new system development per SAM § 5315 and the OCSS Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSS with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

a) Monitor Section 1115 Demonstration Grant forecasts and announcements.

b) Alert LCSA of potential forecasts, announcements, and timelines for national child support grant program opportunities.

c) Provide support to LCSA in preparing grant conceptual proposals.

d) Assign a grant sponsor to assist the LCSA in the application process for any grant proposal the Department has approved in concept.

e) Submit grant application documents to OCSS. Monitor funded grant projects through completion.

f) Assist LCSA in preparation of periodic and end-of-project performance and financial grant reports; submit to OCSS.

2) Other Grants

Other grants, whether federal, state or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

a) Provide support to LCSA in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under California Health and Human Services.

b) If determined necessary, assist LCSA in completing Institutional Review Board request application and submitting to Committee for the Protection of Human Subjects.

c) If the Institutional Review Board request application is approved, assist LCSA with all monitoring and reporting requirements.

M. Non-Compliance

1) If the LCSA raises a concern where DCSS fails to meet the terms and conditions

of this POC and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

2) The Department remains subject to all program requirements as outlined in statute and regulations.

3) If the LCSA is subject to the formal non-compliance process in FC § 17604, and submits a justification for reconsideration, DCSS will:

a) Consider and make a decision on all appeals within 30 calendar days of receipt of the appeal.

b) Notify the LCSA in writing, of the results of the request for reconsideration within 30 calendar days of receipt.

c) Restore any withheld funding to the LCSA if the facts presented in the appeal persuade the Department that the sanctions should not have been imposed.

SECTION V: LCSA RESPONSIBILITIES

As a condition of receiving federal and state funds from the Department, ensure a current, signed POC is received by the Department prior to the beginning of each Federal Fiscal Year.

1) Responsible to provide all Title IV-D program services as required by federal or state laws, regulations, policies, or directives within Mariposa County as directed by the Department and described herein.

2) Notify the Director and Regional Administrator of any situation or circumstance directly impacting the operation of the LCSA, including closure for holidays, furlough and other county specific circumstances.

3) Promptly notify the Director and Regional Administrator of changes in

LCSA Executive Management positions.

4) Conduct customer service surveys regularly. LCSAs using internal surveys provide results regularly to the Department.

A. Case Management

1) Case Processing

a) Accept all applications and referrals requesting service in accordance with 45 CFR § 303.2.

b) Per 45 CFR § 303.4 and 45 CFR § 303.31(b), establish child support and medical support orders.

c) Per 45 CFR § 302.31 and 22 CCR § 112210, ensure all actions on a Title IV-D case have been suspended; when:

i) Notified by the County Welfare Department of good cause for non-cooperation pursuant to Welfare and Institutions Code (WIC) § 11477.04.

ii) The case is under the jurisdiction of the juvenile court as provided in WIC §300.

d) In accordance with 45 CFR § 303.3, conduct locate activities, using all appropriate federal, state, and local locate resources to assist in the location of all parents ordered to pay support (PPS) or persons ordered to receive support (PRS) whose whereabouts or assets are unknown.

e) Initiate appropriate enforcement actions to obtain payment of current and past due support in all Title IV-D cases with court orders for child and/or medical support in accordance with federal and state laws, regulations and policies (45 CFR § 303.6).

f) Enter into CSE and report to the County Welfare Department, when known, the following on Title IV-D cases:
   i) Any welfare applicant/recipient who refuses to cooperate with the LCSA in the establishment or enforcement of child support orders (45 CFR §264.30).
   ii) Payments directly received by aided PRS in accordance with 45 CFR § 302.32(a).

g) In accordance with 45 CFR § 303.8, review child support orders when requested by a PPS or PRS, or, when the LCSA becomes aware of a change of circumstances which may affect the support obligation. Review and, if appropriate, adjust orders for current Temporary Assistance for Needy Families (TANF).

h) Manage Title IV-D cases from other jurisdictions pursuant to the Uniform Interstate Family Support Act (FC §§ 5700.101-5700.905).

i) Comply with federal and state laws, regulations, policies, and directives for case closure (45 CFR § 303.11).

j) Ensure all financial processing is in accordance with 45 CFR § 302.32(b).

2) Case Records Maintenance

Prepare and maintain records for each Title IV-D case which includes information necessary for proper and efficient processing of cases in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program (45 CFR § 302.15). This includes, but is not limited to, the following:

a) Applications for child support services.

b) Records created to locate and identify PPSs, to establish paternity, and to obtain, modify, and enforce support orders, including medical support, and the costs incurred in such actions. This includes any relevant facts and actions taken by the LCSA and the results of such action.

c) All records pertaining to complaint resolution and state hearings (22 CCR § 120107).

3) Record Retention

a) For data housed by and under control of the LCSA, maintain all Title IV-D closed case records for a period of four years and four months from the date of case closure per 22 CCR § 111450, and purge from all systems unless the case is subject to an open federal or state audit, civil litigation, or a court order that extends the retention period.

b) Extend the retention period and maintain case records for any open federal or state audit, civil litigation, or a court order until the audit is complete, the court case is closed, or a court ordered extension of the retention period expires.

c) Per IRS Publication 1075, retain electronic and non-electronic FTI logs for seven years.

d) The LCSA may send documents to central imaging or use local scanning capabilities. All documents scanned into CSE must be verified as readable.

   i) Once the documents have been verified, those documents must be destroyed via the LCSAs' confidential destruct process.

e) Where an LCSA opts to electronically file documents signed under penalty of perjury, the LCSA will ensure compliance with FC § 17400(b)(3) by uploading a copy of the signed document to CSE for retention for the period required by law.

f) Where the LCSA opts to maintain the originally signed document in hard copy, per the option under Code of Civil Procedure § 1010.6(b)(2), the LCSA will maintain this original for the period required under Government Code § 68152(a)(7).

4) Case Complaint Resolution

a) Ombudsperson

i) Have in place an Ombudsperson who is responsible for the implementation of a program which provides assistance to PRSs and PPSs, employers, and the public on inquiries regarding the child support program, local complaint resolution process, and the state hearing process. The Ombudsperson shall be the liaison with the Department for all issues relating to the Ombudsperson program and shall review complaint activity.

ii) The Ombudsperson is the designated State Hearing Coordinator for the purpose of managing the hearing schedule, securing the hearing site, contracting, and acting as the contact person for the complainant and liaison with the State Hearing Office.

b) Complaint Resolution Program and State Hearing

Maintain a complaint resolution program and state hearing process as set forth in FC § 17800, et seq., and as specified in Title 22 CCR § 120100, et seq. The LCSA shall:

i) Maintain the complaint resolution process and seek to resolve all complaints within 30 days, accurately track and report any complaints in the Department's Complaint Resolution Tracking System, make complaint resolution activity log entries in the CSE system, image or send to central scan complaint resolution documents, work with the Department's Office of Legal Services staff to facilitate resolution of any complaints as needed, and continue to work with customers to resolve issues regardless of whether or not the customer requested a state hearing. Follow the procedures detailed in the Complaint Resolution and

State Hearing procedures located in the Statewide Procedures Manual on California Child Support Central.

5) *Litigation, Writs and Appeals, and Class Action Settlements*

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) LCSA shall notify the Department using the Appellate Case Review process/form as soon as possible, but no later than five business days after receipt of notice of an appeal in a Title IV-D case and provide an LCSA attorney to discuss the case at the next Appellate Advisory Committee meeting.

b) LCSAs who wish to pursue a writ or appeal of a court's decision on a Title IV-D case, shall submit a request to the Department using the Appellate Case Review process/form prior to taking any appellate action. Consistent with the authority established in FC § 17304(b), a writ or appeal shall not be filed unless approved by the Department. However, this provision is not intended to prevent any action by a county counsel, or private counsel hired to act in the same capacity as a county counsel, to defend the county from any action for damages, including sanctions.

c) The LCSA, when informed of such action being taken by the county counsel or private counsel, shall inform the Department by way of email (DCSSLegalServicesMailbox@dcss.ca.gov) when the action is related to a child support matter.

d) Notify the Department of class actions and class action settlements where LCSAs believe statewide enforcement against such settlements may be beneficial to collect outstanding child support obligations.

   i) Cooperate with DCSS regarding the Department's statewide management of this enforcement, unless and until the LCSA is

notified that the Department will not pursue statewide enforcement.

ii) This section does not prohibit an LCSA from taking action to intercept potential disbursements due to individual, already-identified non-custodial parents who are plaintiffs or claimants in the class action.

B. Parentage Opportunity Program

Legal paternity and parentage can be established by the execution of a Voluntary Declaration of Parentage (VDOP). The VDOP is signed in the presence of an authorized witness at the time of the child's birth or anytime thereafter. Witnessing agencies, which include birthing hospitals and other entities that provide prenatal services, local registrars of births and deaths, courts, county welfare departments, and LCSAs within the state provide information about POP, witness the completion of the VDOP, and are responsible for submitting signed VDOPs to DCSS for filing. California currently has over 750 authorized witnessing agencies throughout the state, that participate by promoting and administering POP, in collaboration with DCSS, to provide voluntary paternity and parentage establishment services as set forth in 45 CFR § 302.31(a)(1), § 302.70(a)(5), § 303.5(g) and FC §§ 7570 – 7577.

LCSA shall establish a "POP Coordinator" as a point of contact for DCSS, maintain a written agreement with local birthing hospitals and other entities that provide prenatal services to ensure that completed VDOP forms are submitted to DCSS within 20 days of the date the last parent signed the VDOP and pay a sum of $10 for each VDOP that is subsequently filed by DCSS, and submit each written agreement with a birthing hospital and other entities that provide prenatal services to DCSS for upload into the Cooperative Agreement Tracking System. Each LCSA shall provide training and outreach to staff of all authorized agencies within the county, including birthing hospitals, to ensure staff are able to explain to parents their rights and responsibilities, respond to questions, witness parents' signatures, and attend periodic POP training provided by DCSS.

C. Training

1) Collaborate with DCSS to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; respond to DCSS annual survey to communicate those needs.

2) When statewide standards have been developed, ensure that locally developed child support program related training material complies with statewide standards, federal and state policies, regulations and laws.

D. Tribal Relations

Maximize opportunities to establish and maintain effective working relationships with tribal governments.

Pursuant to Title 42 USC Chapter 7 § 654(7) and (33), and Title 45 CFR § 302.34, the LCSA may enter into cooperative agreements with other entities, including Indian tribes or tribal organizations provided they are included in the Title IV-D state plan. LCSAs pursuing working relationships with tribal governments could include, but are not limited to, developing:

1) Cooperative agreements with individual Tribal TANF programs to establish procedures for referring Tribal TANF recipients to the LCSA to secure Title IV-D services and to memorialize the expectations of both the Tribal TANF program and the LCSA. This agreement must be submitted to the Department prior to enactment for approval.

2) Cooperative agreements with federally recognized tribes, pursuant to the Full Faith and Credit for Child Support Orders Act (FFCCSOA) which specifically applies to Indian Country (as defined by Title 18 USC § 1151), as well as States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and U.S. territories and possessions, to recognize and enforce the other's valid child support orders, i.e., orders entered with appropriate subject matter and personal jurisdiction. The FFCCSOA requires the appropriate parties of such

jurisdiction to:

a) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

b) Modify such an order only in accordance with FFCCSOA.

3) In addition, the LCSA shall take the following actions:

a) Appoint a tribal liaison to provide local expertise on tribal matters and serve as a single point of contact for tribes, tribal organizations, and Tribal IV-D programs; and participate in all activities convened by the Department's tribal liaison related to tribal issues.

b) Initiate and appear at court proceedings under California Rule of Court, Rule 5.372 at the request of the Department.

c) Provide notice to the Tribal IV-D program operating under Title 45 CFR § 309.65(a) in California.

d) File a motion with the court that shows the manner in which the intent to request case transfer was made in accordance with FC § 17212 and which states whether any party provided with notice objected, the identity of the party objecting, and the reason indicated for the objection.

e) Conduct itself in accordance with FC § 17406 which includes providing the court with authorities to secure information concerning tribal laws and the legal effect of tribal judgments or orders under FC § 5700.317.

f) Provide assistance, upon request, with case account and unreimbursed assistance pool audits as needed.

g) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

h) Modify such a child support order only in accordance with FFCCSOA.

i) Provide the full range of services available under the Title IV-D plan in responding to intergovernmental cases under Title 45 CFR § 302.36, to any comprehensive Tribal IV-D programs operating under Title 45 CFR§ 309.65(a).

E. Audits

1) Data Reliability

a) Maintain complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into CSE; follow policy and system documentation to ensure data is entered correctly; and maintain compliance with federal and state data reliability standards. The implementation of required corrective actions is included in these steps.

c) To ensure the maintenance of complete and reliable data is in accordance with the standards set forth by the federal incentive funding system, conduct quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives.

d) Participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Validation of data in cases that are part of the sample selected by the federal auditors;

ii) Submission of any related questions to the Department;

iii) Attending conference calls to discuss questions;

iv) Assemble and provide any hardcopy case documentation required, and image such documents to ensure availability of documents in CSE;

v) Working with the Department to address and resolve issues with problem cases; and

vi) Working with the Department to address and resolve any case variances as identified by the federal auditors.

e) Provide, when requested, the number of full-time equivalent staff including part-time and contracted staff each month.

2) Administrative Expense Claim Schedule and Certification

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into BECA.

a) Monitor the fiscal administration and program performance to ensure compliance with all related laws, regulations and policy in administering the child support program, including the adequate safeguard of program assets.

b) Implement an effective system of internal controls.

c) Ensure proper reporting of claimed costs on the Administrative Expense Claim Schedule and in BECA.

d) Gather and provide the auditor access to all records and documents to support fiscal and administrative compliance.

e) Coordinate and provide staff for interviews, conference calls, entrance conferences, and exit conferences.

f) Provide a written response to reported audit findings (if any).

g) Develop a plan of action and provide documentation that demonstrates corrective action of findings was taken within 6 months following the issuance

of the final report (as needed).

3) Other Audits

Allow federal and state auditors to conduct required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, California Department of Child Support Services and contract auditors as prescribed by the Department access to all requested information in order to conduct audits/review including, but not limited to, data reliability audits, administrative and expenditure claims audits, and IRS Safeguard reviews.

b) Provide necessary case records to independent auditors. Recipients and sub-recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 2 CFR Part 200, Subpart F – Audit Requirement Sections 200.500 – 200.521. In addition, each sub-recipient shall permit independent auditors to have access to the records and financial statements. The LCSA, when informed of a single audit, shall inform the Department by way of email (DCSSOAC@dcss.ca.gov) and provide the commencement date and the period under review.

F. Compliance and Monitoring

Pursuant to 45 CFR §§ 303 and 308 LCSA will respond to inquiries by the Department in regard to the Annual Federal Self-Assessment Review findings and develop and submit a corrective action plan to DCSS for approval if the LCSA is deemed to be out of compliance.

Pursuant to FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13, LCSA will respond to inquiries by DCSS regarding the programmatic areas determined in need of compliance reviews and develop and submit an improvement strategy to DCSS for approval if the LCSA is deemed to be out of compliance.

G. Outreach

1) Per 45 CFR § 302.30 and FC § 17210, conduct outreach programs to inform the public of the availability of Title IV-D services.

2) Collaborate with the Department to make Title IV-D outreach materials available to the public.

H. Program Performance

1) Performance Management Plan

Implement a performance management plan.

a) Align tactics with the Department's Strategic Plan and annual goals.

b) Focus on enhancing the delivery of program services and improved performance.

2) Corrective Action

Develop and implement a corrective action plan, as required by the Department and/or the federal government, for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies as may be required by the Department pursuant to FC § 17602.

I. Fiscal Administration

LCSAs shall effectively manage their budget and ensure expenditures adhere to federal, state, and local guidelines throughout the year to remain within their total Administrative and Electronic Data Processing allocations. LCSAs shall perform fiscal activities and submit complete and accurate financial and statistical information in accordance with federal and state laws, regulations, the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

Establish, implement, and enforce information security protocols consistent with the Department Information Security Manual, IRS Publication 1075 (including attached Exhibit 7*, Safeguarding Contract Language*), and other relevant information security authority such as state and federal law or recognized national standards

1) Implement policies and procedures consistent with the Information Security Manual to ensure child support customer information is secure and protected from intentional and unintentional misuse or exposure. Controls include but are not limited to:

a) Limit access, use or disclosure of confidential child support information to purposes described in IRS Code 6103(p)(4), 6103 (l)(6), 6103 (l)(8), 6103 (l)(10), Title 42 USC § 653a (f), (g) and (h); Title 45 CFR § 302.35, § 307.10, § 307.11, § 307.13, and FC § 17212, and SAM § 5300. Maintain and disseminate Information Security policies and standards consistent with 5 USC § 552a, 42 USC § 654(26), 45 CFR § 95.621, 45 CFR § 302.85, 45 CFR§ 303.21, 45 CFR § 305.60, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), NIST 800-53 rev. 4, CA Civil Code § 1798.29, SAM § 5300, and Payment Card Industry Data Security Standard version 3.0.

b) Include safeguarding language in any agreement or contract defining access, user disclosure, and disposal of confidential child support information by third party organizations. Specific safeguarding language is available on the Information Security site on California Child Support Central.

c) Ensure personally identifying information is not subject to public disclosure.

d) Comply with the confidentiality provisions of FC § 17212 (Ensuring the Confidentiality of Support Enforcement Records), and Title 22 CCR §§ 111430-111440.

e) Comply with provisions of IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*) to restrict disclosure of FTI.

2) Ensure access to information from the following sources, including, but not limited to the IRS, OCSS, Social Security Administration, Department of Motor Vehicles, Medi-Cal Eligibility Data System, Title IV-A and Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

LCSA must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4,"Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

3) Maintain Business Continuity Plans to ensure appropriate level of service continuity. Business Continuity Plans shall be updated annually and submitted to the Department upon request.

4) All LCSA employees are required to successfully complete the online Department Security Awareness Training Program prior to being granted access

to any child support information assets. Annually thereafter, the online training program must be completed to ensure compliance to departmental security awareness management requirements.

a) The LCSA will ensure all contractors/vendors successfully complete at initial hire and annually thereafter the Department Contractor/Vendor Security Awareness Training provided by the Department's Information Security Office.
b) The LCSA is responsible for keeping an annual record of the contractor/vendors confidentiality statement, or upon new hire.

5) Comply with information security incident management in accordance with the requirements listed in the Incident Response Policy and cooperate with the Department to effectively respond and mitigate all incidents.

6) Notify the Department Information Security Office prior to developing any hardware or software, including applications, tools or macros, that would interface with Department systems or use or manipulate child support data, including those that would download, extract and/or store that data.

7) Immediately report any suspected or known security or privacy related issues to the Department's Information Security Office.

K. Information Technology

1) IT Policies and Procedures

Comply with Information Technology policies and procedures in compliance with the Code of Federal Regulations, Title 45, the SAM §§ 4800-5900, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the State Information Management Manual, and the LCSA Fiscal and Administrative Policy Manual.

Submit complete and accurate information to the Department for IT services as required by Departmental, state and federal laws, regulations, and policies.

2) *IT Procurements*

a) Comply with the Department IT Procurement processes which are regulated per state policies and procedures.
b) Obtain prior Departmental approval for IT Procurements as identified in the LCSA Fiscal and Administrative Policy Manual.

3) *IT Asset Management*

Comply with Departmental, state and federal laws, regulations, policies, and LCSA Fiscal and Administrative Policy Manual to ensure effective tracking and management of state- owned IT assets for the child support program.

a) Submit a notification when moving state-owned IT assets. The notification shall be submitted to the Department a minimum of 60 days prior to the anticipated date of physical relocation of the state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.

b) Submit a list of state-owned IT assets to be surveyed for disposal. The list shall be submitted to the Department within a minimum of 30 days for approval/denial and handling instructions.

c) Comply with the OCSS Security Agreement in that State-owned equipment has the appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches.

4) *Systems Development*

a) Obtain approval from the Department through the DCSS IT Governance Process prior to the development of software, automation processes, and

other technology related systems to support the child support program utilizing Child Support Program data.

b) Comply with Departmental, state and federal laws, regulations, policies and instructions for system development activities per SAM § 4800, IRS 1075 Publication (including attached Exhibit 7, *Safeguarding Contract Language*), and the OCSS Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSS with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

a) LCSA may submit a conceptual proposal to the Department.

b) If the state is awarded a grant by OCSS, the LCSA, as the demonstration site, will ensure milestones and projects are on track through completion of the grant.

c) Communicate with the Department on all grant activities.

d) Prepare all periodic and end-of-project performance and financial grant reports and,

e) Submit all grant reports to the Department for review, approval, and submission to OCSS.

2) Other Grants

Other grants, whether federal, state, or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA

and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

a) LCSA will consult with DCSS in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under the California Health and Human Services Agency

b) If determined necessary, the LCSA will consult with DCSS in completing the Institutional Review Board request application.

c) If the Institutional Review Board request application is approved, LCSA will consult with DCSS to ensure all monitoring and reporting requirements are met.

M. Non-Compliance

1) If the LCSA fails to meet the terms and conditions of this POC, and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

2) Any program compliance issue that cannot be resolved through the informal resolution process, may be escalated to the formal process outlined in FC § 17604.

3) If the LCSA is subject to the formal non-compliance process in FC § 17604 and chooses to request reconsideration from the Director of the Department or his/her designee, the LCSA will submit a justification for not meeting a requirement in this agreement. This assumes new or additional information, not previously available to either the LCSA or to the Department, has come to light and could substantially alter the position of the state and, subsequently, the outcome for the LCSA. The justification must be submitted within 30 working days from the date the Department's notification letter to the LCSA is postmarked.

SECTION VI: ADDITIONAL PROVISIONS

A. Certification of Contractor(s)

Certify, by signing this POC, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable. And that a contractor providing Title IV-D services must certify by signing an agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency. Where the prospective contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, such contractor must attach an explanation to their proposal. If the LCSA is unable to certify any of these statements, it must attach an explanation to that effect to the POC at the time of signing.

B. Certification of Lobbying

1) Certify by signing this POC, that no federal appropriated funds will be paid by, or on behalf of, the LCSA, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress; an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) Include language of this certification in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3) Allow for inspection, review, and/or audit by authorized federal, state, regional, and county officials all Title IV-D records maintained pursuant to this POC.

C. State and Federal Law Conflicts

To the extent that any provision of this POC or portion thereof is in conflict with any federal laws and/or state laws, and/or implementing federal regulations and/or state regulations, the laws and/or implementing regulations supersede such provision or portion thereof.

D. Severability

If any provision of this POC or any portion is adjudged to be invalid by a court of competent jurisdiction, or if any provision of this POC or a portion loses its force or effect as a result of legislative action, that judgment or action does not affect the remainder of the provisions of this POC.

SECTION VII: TERM AND APPROVAL

Effective Date: October 1, 2024 **Expiration Date**: September 30, 2025

The initial intended term of this POC is from the effective date until the end of the federal fiscal year. However, this POC shall automatically renew for an additional federal fiscal year, until and unless it is expressly superseded by a future POC. This POC shall also be subject to amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

This POC shall be signed by the Director of the LCSA and returned to the Department on or before September 1, 2024. Failure to sign and return this POC may result in the withholding of part or all of the federal and state funds including incentive funds, or other compliance actions authorized by federal or state law, regulation, or policy.

This POC may be amended by a written agreement of both parties if required by changes in policies or directives that may occur during the term of this POC. The Department will communicate with the LCSA regarding any and all obligations under this POC and will, as needed, meet with the LCSA on issues or concerns about program responsibility, operations, or performance.

Failure of the parties to amend or renew the POC to reflect new or revised federal and state laws, regulations, policies, and directives does not relieve the LCSA of the responsibility to act in accordance with those laws, regulations, and requirements.

Dated: _____

_____

Jeffrey Witthun, Director
Mariposa County
Department of Child Support Services

Dated: _____

_____

David Kilgore, Director
California Department of Child Support Services

Exhibit 7: Safeguarding Contact Language

Safeguarding Contract Language can be found on California Child Support Central: California Child Support Central>Systems Resources>Information Security>Compliance>Security Agreements>Contract Security Exhibits

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-344

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Legal Services Agreement with Wanger Jones Helsley PC to provide legal services to the County of Mariposa; and authorize the Board of Supervisors Chair to sign the Agreement.

This Agreement retains the law firm of Wanger Jones Helsley PC to represent the County of Mariposa in a legal action filed by Christina Soltero, by and through her Successors-In-Interest, Carmen Pina and David Lorenzo Soltero; Carmen Pina, individually and David Lorenzo Soltero, individually; and Michelle Son in the Merced County Superior Court against Jonathan Fluharty; Mikael Alabbassi; Michael Krasovsky; City of Merced; Merced County; County of Mariposa; Yosemite National Park Housekeeping Camp; Aramark Services; and Yosemite Hospitality, LLC. The complaint alleges damages for an amount in excess of $25,000 each and in excess of the minimum jurisdictional limits of the Court; five counts of negligence; and three counts of dangerous condition.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Other arrangements will need to be made to defend the County in this matter.

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. WJH-Soltero

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

WANGER JONES HELSLEY PC
ATTORNEYS

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July 31, 2024

VIA UNITED STATES MAIL

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

Re: Fee Agreement
Christina Soltera v. Jonathan Fluharty, et al.

Dear Mr. Dahlem:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent the County of Mariposa in connection with the Complaint filed in the above-named matter. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel

assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

The performance of certain services may be subject to a minimum billing time. For example, in the event an attorney must travel out of the San Joaquin Valley area, you will be billed for actual time worked, subject to a minimum of 8 hours for each full day away from the office.

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly rate for law clerks and paralegals is presently $140 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities and e-Discovery software; and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees, which we provide at the request of a client, whether for budgeting purposes or otherwise, are due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as LEXIS-NEXIS or Westlaw charges, or costs for e-Discovery software such as iPro or Everlaw, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceeding to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. We may withdraw from this matter with your consent or for good cause. Good cause includes breach of the terms of this agreement, (including failure to pay all billing statements where due) your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance which would render our continuing representation unlawful or unethical. When our services conclude for whatever reason, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial, we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

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

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

If you have questions, please feel free to contact me.

Sincerely,

WANGER JONES HELSLEY PC

Patrick D. Toole

PDT/dlp
Enclosure

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

Dated: _____

County of Mariposa

By: _____
Miles Menetrey
Chair of the Board of Supervisors

Dated: _____

Approved as to form:

_____
Steven W. Dahlem
County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-345

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve an Agreement with Mariposa Fire Safe Council for Right of Entry Permission on Mariposa County-Owned Parcels Included in the Bumgaurdner Ridge Fuel Break Funded by CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Right of Entry Forms

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa Fire Safe Council for Right of Entry Permission on Mariposa County-Owned Parcels Included in the Bumgaurdner Ridge Fuel Break Funded by CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Right of Entry Forms.

Mariposa Fire Safe Council has received a grant from CAL FIRE to create a 300 foot wide shaded fuel break along Bumgaurdner ridge, west of the town of Mariposa beginning on HWY 140 and ending at the Mariposa landfill. This project is designed to stop or slow the spread of wildfire in the area and is part of a strategic system of fuel breaks in Mariposa County around the town of Mariposa, including the Alta Vista fuel break, the Starchman fuel break, and the Dubberke fuel break, all of which helped to slow and stop the spread of the French Fire in July 2024.

Development of this fuel break requires property owner permission to access the parcels included in this fuel break, 5 of which are owned by Mariposa County. Right of Entry permission is required from parcel owners for pre-implementation studies as well as fuel break implementation.

The Board of Supervisors is requested to authorize the Right of Entry and sign the Right of Entry forms for County-owned parcels to begin the process of planning and implementing the Bumgaurdner Ridge Fuel Break.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has granted Right of Entry on County-owned property for similar fuel break projects in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will prevent county-owned parcels from being included in the fuel break, thus reducing the effectiveness of the fuel break.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

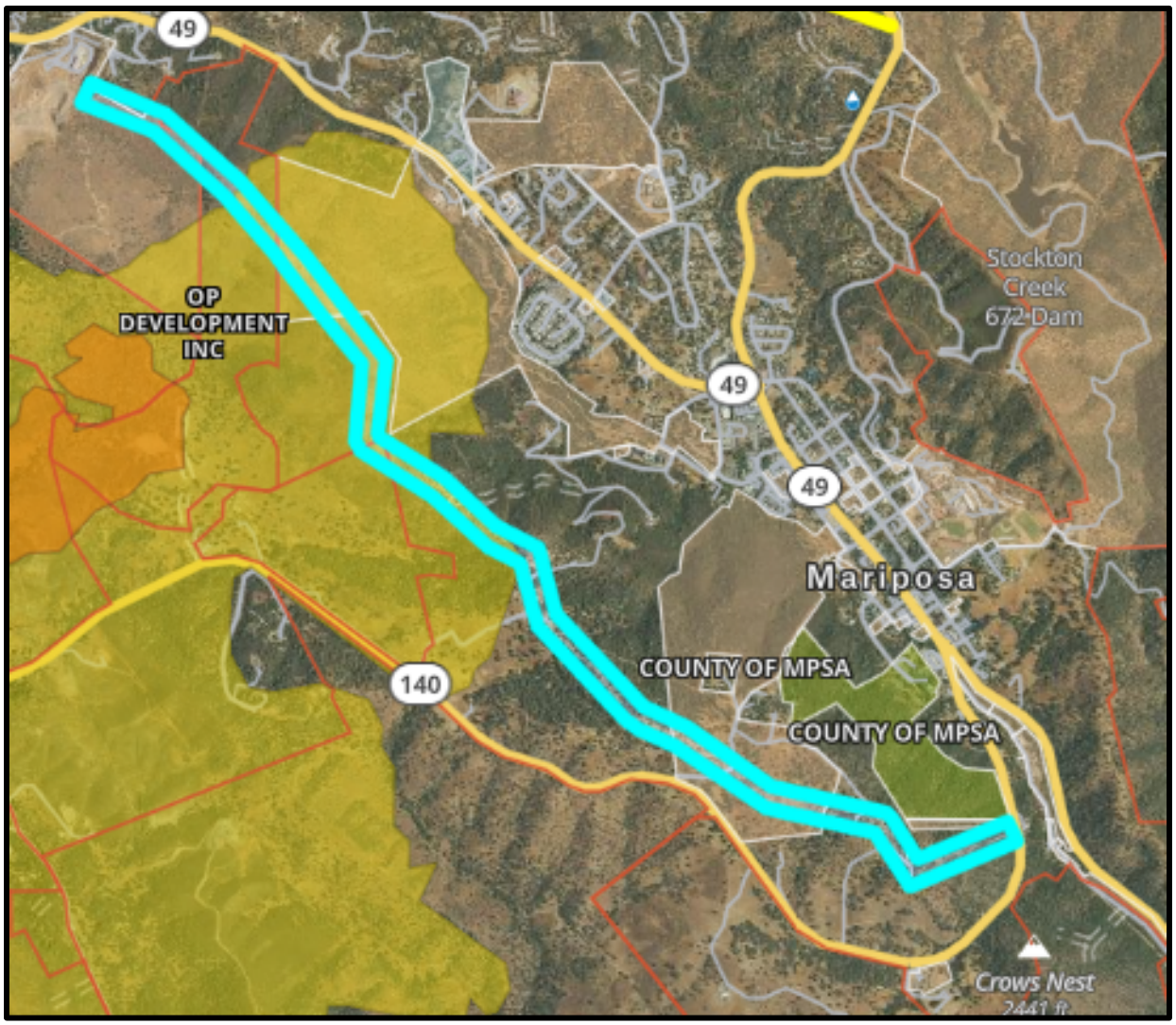
1. **County of Mariposa Parcels**
2. **Bumguardner FB - Property Owner Letter**
3. **modified ROE (Right of Entry) 2024 All Parcels PDF**
4. **modified ROE (Right of Entry) 2024 All Parcels**

VOTE RESULT

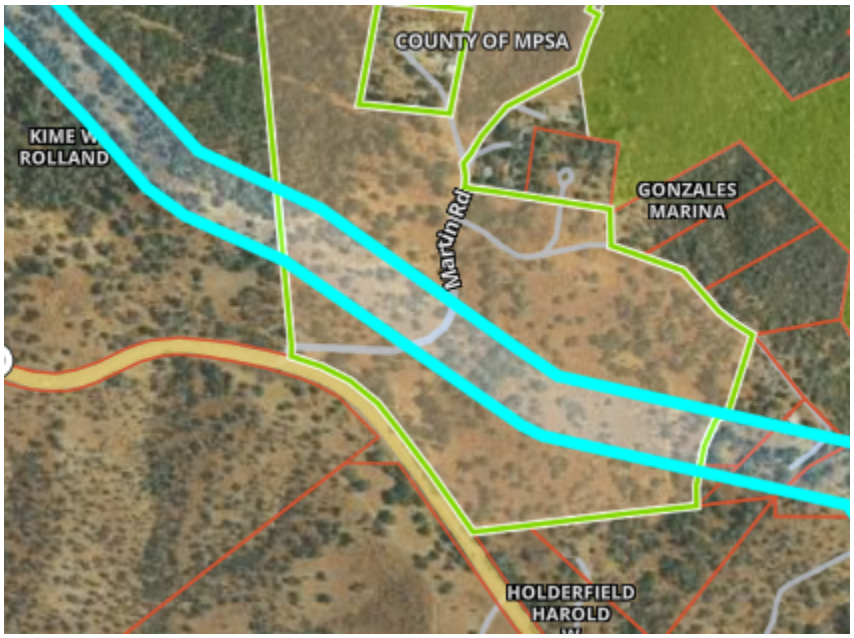
RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

County of Mariposa Parcels

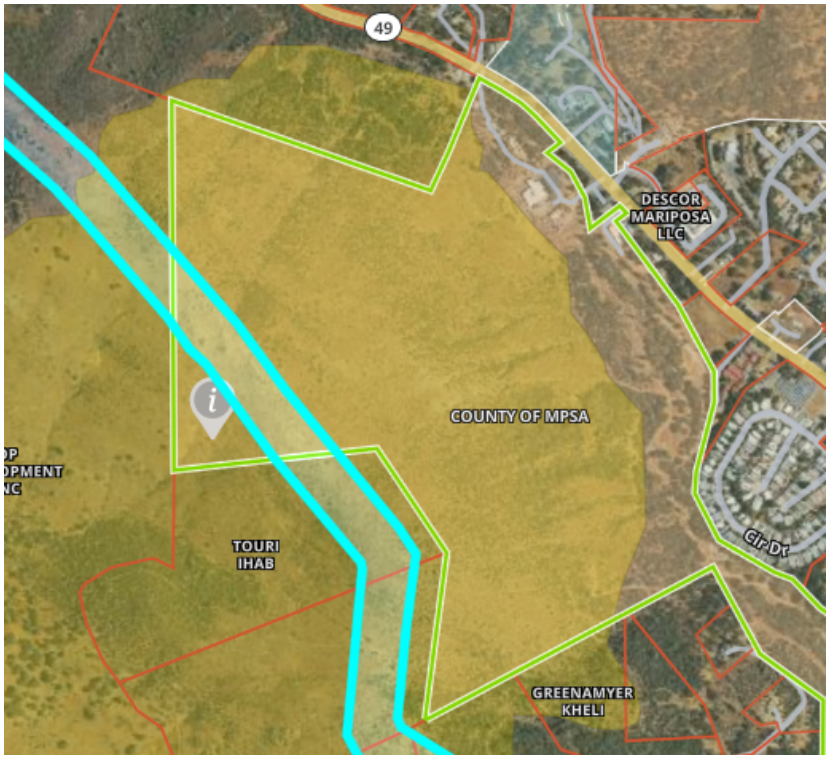
Full Project



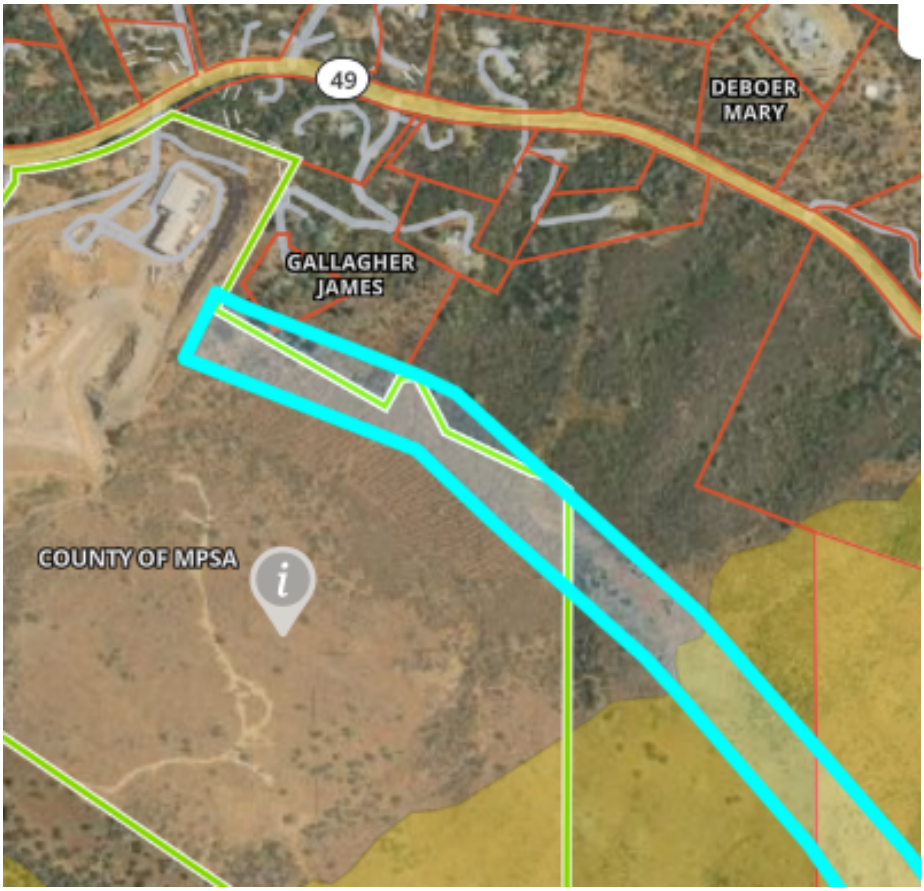
Hwy 140 parcel



Jail parcel



Landfill Parcel



PO BOX 1182 | Mariposa California 95338 | 209-966-7700 | www.mariposafiresafecouncil.org

April 3, 2024

Dear Madame or Sir,

The Mariposa Fire Safe Council has received funding from Cal Fire to construct the Bumguardner Ridge Fuel Break. The plan is to develop a 300-foot-wide shaded fuel break that begins at Hwy 140, travels along the ridgeline, and terminates at the Mariposa landfill. You are being contacted because a portion of the fuel break will travel across a parcel you own (map included).

Our goal is to reduce the spread of wildfire, protect lives, protect property, protect county infrastructure, and improve habitat health. Bumguardner Ridge is a very important strategic location to protect downtown Mariposa and the Midpines community from the ravages of wildfire.

The Bumguardner Ridge Fuel Break will be a “shaded fuel break”. This means that along the designated swath of land the vegetative fuel, such as manzanita, buck brush, and chamise are reduced in number to remove fuel “ladders” that could carry wildfire from the grasses into the trees. With shaded fuel breaks, a good deal of the tree canopy is typically allowed to remain. A number of smaller diameter trees are removed, or pruned, and good spacing is established throughout the landscape. Most of the dead, dying, and already down trees are removed, or masticated on site. Some larger trees are removed only when this is particularly valuable for achieving the best vegetation spacing for forest health and wildfire resistance. We will be brushing and thinning land approximately 150 feet on each side of the ridge centerline.

The environmental assessment work will begin this spring and culminate in a CEQA document that guides the process. We will then hold a bid walk with interested contractors. The actual fuel work may begin in Spring 2025. The length of time for completion will depend on weather interruptions and possible fire season shutdowns. However, the project work will not exceed the winter of 2030.

Our desire is to better protect you, your property, the town of Mariposa, and the larger county area from devastating wildfires like Oak and Detweiler. This fuel break project will also increase safety for emergency responders. It will greatly increase our community’s potential to survive in a wildfire scenario.

It is our intent to work with every property owner to preserve significant trees and privacy barriers. We understand that you may have some special instructions for our contract crew. We also ask that you let us know about any archaeology sites to avoid, or any pipes or wires near or on the soil surface within the project area. The enclosed permission form includes a “special instructions” section for you to add comments. We can visit your property to clarify the details, and to assist with flagging any specific locations.

We are requesting your permission to access your land to thin and brush the fuel break corridor that travels through your parcel. Will you please sign the Right of Entry/ Release of Liability form and return it to our office with the self-addressed stamped envelope included? Feel free to call me if you have any questions or concerns (209) 628-4389.

Thank you,

Barbara Cone

Barbara Cone
Executive Director
Mariposa Fire Safe Council

P.S. We have included a flier about the FireWise Community Program being coordinated through Mariposa County Fire. The fuel work the Fire Safe Council does on the ridge would count toward your on-going property work contribution needed for neighborhood certification.

5GG22142

MFSC Program Right of Entry Permission Form

Property Address: _____

Parcel Number(s):

APN: 012-143-008-000;

APN: 012-340-005-000;

APN: 012-120-053-000;

APN: 012-140-034-000;

APN: 012-140-039-000

I/We _____ , the parcel owner(s)/resident(s) of the above-referenced property (collectively "Parcel Owner"), do hereby grant freely, and without coercion, the right of access and entry to said property to the Mariposa Fire Safe Council, Inc. (MFSC), and its employees, volunteers, contractors, and sub-contractors subject to all licenses, easements, encumbrances and claims of title affecting premises upon the following terms:

1. Grant Right-of-Entry: Parcel Owner hereby grants the MFSC and its contractors a right-of-way ("Permission Form") over the premises for the purpose removing and/or clearing vegetation in the Bumguardner Ridge Fuel Break subject to the terms and conditions set forth in this Permission Form. It is fully understood that this Permission Form does not create any obligation on the MFSC or its contractors to perform removal/clearance of vegetation. Parcel Owner understands the MFSC and its contractors will not undertake any removal or clearance or any related action until this Permission Slip is signed and returned.

2. Acknowledgement Concerning Liability for Damages: Parcel Owner acknowledges and understands that participation in the Program is voluntary and provided with no cost to the Parcel Owner upon signing this Permission Form. Parcel Owner further acknowledges and understands that the Parcel Owner's participation in this Program is contingent upon, and the MFSC is relying upon, the Parcel Owner's agreement through this Permission Form to release the MFSC and the Contractor from any liability arising out of the work contemplated and commenced under this Permission Form.

3. Acknowledgement of No Contact or Assistance: Parcel Owner understands that the MFSC will provide this service through a contractor. Parcel Owner/Resident will not make any attempt to contact or assist the contract crew and will comply with the safety measures put forth by the contract crew's foreman and by the MFSC. If an attempt is made to contact or assist the contract crew, all work will immediately stop, and the contract crew has the right to leave your residence without complaint.

4. Hold Harmless: Except as otherwise provided herein, any person, firm, or corporation authorized to work upon the Premises by the MFSC shall be deemed to be the MFSC's authorized agent and shall be subject to all applicable terms hereof.

5. MFSC's Agents: Except as otherwise provided herein, any person, firm, or corporation authorized to work upon the Premises by the MFSC shall be deemed to be the MFSC's authorized agent and shall be subject to all applicable terms hereof.

6. Authority: Parcel Owner represents and warrants it has full power and authority to execute and fully perform its obligations under this Permission Form pursuant to its governing instruments, as applicable, without the need for any further action, and the person(s) executing this Permission Form on behalf of the Parcel Owner are the duly designated agents of the Owner and are authorized to do so, and that fee title to the Premises vests solely in Parcel Owner.

7. Entire Agreement: This Permission Form constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

8. Modification: The provisions of this Permission Form may not be modified, except by written instrument signed by both parties.

9. Successors and Assigns: This Permission Form shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. Notices: Any notice required hereunder shall be provided as follows:

MFSC Contact Information:

Mariposa Fire Safe Council
P.O. Box 1182
Mariposa, CA 95338
209-966-7700

Special Instructions:

_____
_____
_____
_____

Parcel Owner Contact Info:

Your Name: _____

Mailing Address: _____

Phone Number: _____

By their signatures below, Parcel Owner and MFSC have executed this Permission Form.

Parcel Owner:

Signed: _____ Date:_____

Printed Name:_____

MFSC or authorized Agent:

Signed: _____ Date:_____

MFSC Program Right of Entry Permission Form

Property Address: _____

Parcel Number(s):

APN: 012-143-008-000;

APN: 012-340-005-000;

APN: 012-120-053-000;

APN: 012-140-034-000;

APN: 012-140-039-000

I/We _____ , the parcel owner(s)/resident(s) of the above-referenced property (collectively "Parcel Owner"), do hereby grant freely, and without coercion, the right of access and entry to said property to the Mariposa Fire Safe Council, Inc. (MFSC), and its employees, volunteers, contractors, and sub-contractors subject to all licenses, easements, encumbrances and claims of title affecting premises upon the following terms:

1. Grant Right-of-Entry: Parcel Owner hereby grants the MFSC and its contractors a right-of-way ("Permission Form") over the premises for the purpose removing and/or clearing vegetation in the Bumguardner Ridge Fuel Break subject to the terms and conditions set forth in this Permission Form. It is fully understood that this Permission Form does not create any obligation on the MFSC or its contractors to perform removal/clearance of vegetation. Parcel Owner understands the MFSC and its contractors will not undertake any removal or clearance or any related action until this Permission Slip is signed and returned.

2. Acknowledgement Concerning Liability for Damages: Parcel Owner acknowledges and understands that participation in the Program is voluntary and provided with no cost to the Parcel Owner upon signing this Permission Form. Parcel Owner further acknowledges and understands that the Parcel Owner's participation in this Program is contingent upon, and the MFSC is relying upon, the Parcel Owner's agreement through this Permission Form to release the MFSC and the Contractor from any liability arising out of the work contemplated and commenced under this Permission Form.

3. Acknowledgement of No Contact or Assistance: Parcel Owner understands that the MFSC will provide this service through a contractor. Parcel Owner/Resident will not make any attempt to contact or assist the contract crew and will comply with the safety measures put forth by the contract crew's foreman and by the MFSC. If an attempt is made to contact or assist the contract crew, all work will immediately stop, and the contract crew has the right to leave your residence without complaint.

4. Hold Harmless: Except as otherwise provided herein, any person, firm, or corporation authorized to work upon the Premises by the MFSC shall be deemed to be the MFSC's authorized agent and shall be subject to all applicable terms hereof.

5. MFSC's Agents: Except as otherwise provided herein, any person, firm, or corporation authorized to work upon the Premises by the MFSC shall be deemed to be the MFSC's authorized agent and shall be subject to all applicable terms hereof.

6. Authority: Parcel Owner represents and warrants it has full power and authority to execute and fully perform its obligations under this Permission Form pursuant to its governing instruments, as applicable, without the need for any further action, and the person(s) executing this Permission Form on behalf of the Parcel Owner are the duly designated agents of the Owner and are authorized to do so, and that fee title to the Premises vests solely in Parcel Owner.

7. Entire Agreement: This Permission Form constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

8. Modification: The provisions of this Permission Form may not be modified, except by written instrument signed by both parties.

9. Successors and Assigns: This Permission Form shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. Notices: Any notice required hereunder shall be provided as follows:

MFSC Contact Information:
Mariposa Fire Safe Council
P.O. Box 1182
Mariposa, CA 95338
209-966-7700

Special Instructions:
_____
_____
_____
_____

Parcel Owner Contact Info:

Your Name: _____

Mailing Address: _____

Phone Number: _____

By their signatures below, Parcel Owner and MFSC have executed this Permission Form.

Parcel Owner:

Signed: _____ Date:_____

Printed Name:_____

MFSC or authorized Agent:

Signed: _____ Date:_____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-346

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,465.04 for Emergency Medical Services for the Fiscal Year 2024-2025; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 15, 2023, the Board of Supervisors approved the most recent formal agreement for Fiscal Year 2023-2024 with Resolution # 2023-455.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

An amount of $7,465.04 is budgeted within the HHSA- Public Health 2024-2025 fiscal year budget.

ATTACHMENTS

1. **MCEMSA Mariposa County Contribution for FY24 FY25**
2. **MCEMSA Letter date 6.21.2024**
3. **MCEMSA Agreement for 8.6.2024 BOS**

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

Mountain Counties

EMERGENCY MEDICAL SERVICES AGENCY

May 15, 2024

Kim Ballard, Deputy Director
Mariposa County Public Health
P.O. Box 5
Mariposa, California 95338

RE: Mariposa County Contribution for FY 2024/2025

Dear Ms. Ballard,

This letter provides the contractual calculation for Mariposa County's FY 2024/2025 member county contribution to the Mountain Counties EMS Agency JPA.

Based on the January 2024 population estimates published by the State Department of Finance; as well as the base contribution rate of $.44 per capita for our member counties, the following calculation is provided:

FY 24/25 Population X $.44 = FY 24/25 Contribution
16,966 X $.44 = $7,465.04

FY 2024/2025 CONTRIBUTION = $7,465.04

This amount will be cited in the FY 24/25 contract.

If you have questions, please feel free to contact Andrea Ramirez at aramirez@mvemsa.com or by phone at 209-529-5085.

Sincerely,

Cindy Murdaugh
Executive Director

cc: Supervisor Miles Menetrey, Mariposa County

3505 Spangler Lane, Suite 405, Copperopolis, CA 95228 • (209) 529-5085 • Fax (209) 529-1496

Mountain Counties

EMERGENCY MEDICAL SERVICES AGENCY

June 21, 2024

Kim Ballard, Deputy Director
Mariposa County Public Health
P.O. Box 5
Mariposa, California 95338

RE: Mariposa County Agreement for Fiscal Year 2024/2025

Dear Ms. Ballard:

Enclosed is the Mountain Counties EMS Agency agreement with Mariposa County for Fiscal Year 2024/2025 as approved by our JPA Board of Directors on June 21, 2024. The revisions to the agreement from last year's contract are:

1. The dollar amount of the contract was changed to reflect the contribution figure specified in our letter dated May 15, 2024 (Number 6).
2. The term of the agreement was updated (Number 7).
3. The agreement cancellation terms were modified to reflect county membership provisions in EMSA Policy #104, Paragraph 1.12 (Number 8).

Please obtain the appropriate signatures on the enclosed agreements and return a fully executed copy to us at:

Mountain Counties EMS Agency
3505 Spangler Lane, Suite 405
Copperopolis, CA 95228

If you have any questions, please contact Andrea Ramirez: aramirez@mvemsa.com or (209) 529-5085.

Sincerely,

Cindy Murdaugh
Executive Director

2 Encl

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand four hundred sixty-five dollars and four cents ($7,465.04), which shall be payable annually on or before October 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person.

7. The term of this Agreement shall be from July 1, 2024 through June 30, 2025.

8. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2025 in order to opt out for the next one year cycle.

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

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

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

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

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

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

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

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

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

COUNTY OF MARIPOSA

By _____ Date: _____
Title: Director, Health and Human Services Agency

MOUNTAIN\ COUNTIES EMERGENCY MEDICAL SERVICES AGENCY

By _____ Date: 7-2-2024
Title: Chairman, Board of Directors

Approved as to Form:

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-347

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU), with Kaiser Foundation Health Plan, Inc., for Medi-Cal Managed Care; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with Kaiser Foundation Health Plan, Inc., for Medi-Cal Managed Care; and Authorize the Board of Supervisors Chair to Sign the MOU.

Kaiser Foundation Health Plan, Inc. (MCP) and Mariposa County Behavioral Health and Recovery Services (MHP) must adopt policies and procedures for coordinating members' access to care and services that incorporate all the specific requirements set forth in this MOU and ensure Medically Necessary, Non-specialty Mental Health Services (NSMHS) and Specialty Mental Health Services (SMHS) provided concurrently are coordinated and non-duplicative. This MOU is to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new agreement with Kaiser Foundation Health Plan

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health would not be in compliance under the Medi-Cal Managed Care Contract.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. Kaiser Foundation Helath Plan, Inc. (MOU) - 2025

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

MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding between Kaiser Foundation Health Plan, Inc. and Mariposa County Behavioral Health

This Memorandum of Understanding ("MOU") is entered into by Kaiser Foundation Health Plan, Inc. ("MCP**"**) and Mariposa County Behavioral Health and Recovery Services ("MHP"), effective as of the date of execution ("Effective Date"). MHP, 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 Letters ("APL*"*) 18-015, 22-005, 22-006, 22-028, and MHP is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23-056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

WHEREAS, the Parties desire to ensure that Members receive MHP services in a coordinated manner and to 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 MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.
    b. "MCP-MHP Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 4 of this MOU. The MCP-MHP 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. “MHP Responsible Person” means the person designated by MHP to oversee coordination and communication with MCP and ensure MHP’s compliance with this MOU as described in Section 5 of this MOU.
d. “MHP Liaison” means MHP’s designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 5 of this MOU. The MHP 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 MHP Responsible Person and/or MHP compliance officer as appropriate.
e. “Network Provider” as it pertains to MCP, has the same meaning as described by the MCP’s Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract 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 MHP, has the same meaning ascribed by the MHP Contract 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 MHP, means a subcontractor of a MHP Subcontractor.

2. **Term.** This MOU is in effect as of the Effective Date and continues for a term of five years or as amended in accordance with Section 14.f of this MOU.
3. **Services Covered by This MOU.** This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services (“NSMHS”) covered by MCP and further described in APL 22-006, and Specialty Mental Health Services (“SMHS”) covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.
4. **MCP Obligations.**
    a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP’s Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.
    b. **Oversight Responsibility.** The MOU Coordinator, the designated MCP Responsible Person listed in 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 MHP, 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 a sufficient staff at MCP who support compliance with and management of this MOU;
iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP are invited to participate in the MOU engagements, as appropriate;
v. serve, or may designate a person at MCP to serve, as the MCPMHP Liaison, the point of contact and liaison with MHP. The MCP-MHP Liaison is listed in Exhibit A of this MOU. MCP must notify MHP of any changes to the MCP-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 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. MHP Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.
b. **Oversight Responsibility.** The Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director, the designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCP of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:
i. meet at least quarterly with MCP, as required by Section 9 of this MOU;
ii. report on MHP's compliance with the MOU to MHP's compliance officer no less frequently than quarterly. MHP's compliance officer is responsible for MOU compliance oversight and reports as part of MHP's compliance program and must address any compliance deficiencies in accordance with MHP's compliance program policies;

iii. ensure there is sufficient staff at MHP to support compliance with and management of this MOU;
iv. ensure the appropriate levels of MHP 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 to MHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP 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 for 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 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 to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP 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 Providers with educational materials related to accessing Covered Services, including for services provided by MHP.
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 MHP services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable

Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.
2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

b. **Referrals.** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services**.**

i. The Parties must adopt a “no wrong door” referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals

based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22065, including:

1. The process by which MHP and MCP transition Members to the other delivery system.
2. The process by which Members who decline screening are assessed.
3. The process by which MCP:
    a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.
    b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.
    c. Provides a referral to an MHP Network Provider (if processes agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.
4. The process by which MHP:
    a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.
    b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.
    c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.
    d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician (“PCP”) visit.

5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.
6. The process by which MCP (and/or its Network Providers):
    a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.
    b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.
    c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.
    d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.
7. The process by which MHP (and/or its Network Providers):
    a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.
    b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.
    c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool

and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

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 specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

1. 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;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;
3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.
5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP 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,[1] or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring

[1] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf

transitional care coordination as required by Population Health Management,[2] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) 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 behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.
3. For inpatient mental health treatment provided by MHP 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.
4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition

[2] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf; *see also* PHM Roadmap and Strategy: https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-HealthManagement-Strategy-and-Roadmap.pdf

when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. **Clinical Consultation.**

1. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.
2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

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 an SMHS Provider as the ECM Provider if the Member receives SMHS 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;
    b. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case
    c. Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. **Community Supports.**

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:
    a. 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 MHP protocols;
    b. Identification of the Community Supports covered by MCP; and

c. A process specifying how MHP will make referrals for Members eligible for or receiving Community Supports.

ix. **Eating Disorder Services.**

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:
    a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.
    b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.
2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.
    a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

x. **Prescription Drugs.**

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:
    a. MHP is obligated to provide the names and qualification of prescribing physicians to MCP.
    b. MCP is obligated to provide MCP's procedures for obtaining authorization of prescribed drugs and laboratory services, including a list of available pharmacies and laboratories.

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 to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case specific concerns, and communication 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 MHP Contract, and this MOU.
c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including 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 frequency specified by DHCS.
e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP, such as local county meetings, local community forums, and MHP engagements, to collaborate with MHP 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. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered 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 for accomplishing 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 Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 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.[3]

[3] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2Draft-Public-Comment.pdf.

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP 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; for ensuring the confidentiality of exchanged information and data; and, if necessary, for 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. MHP 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 Specialty Mental Health provider is serving as an ECM provider;
    ii. A process for MHP 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 MHP to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health 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., MHP alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and
    v. A process for MCP to send admission, discharge, and transfer data to MHP when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP 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 MHP is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP are encouraged to execute a DSA. If MHP and MCP have not executed a DSA, MHP 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 MHP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

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 MHP 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, 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. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription

drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following 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 MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or
    iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved.
e. if decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.
f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute 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, and federal law.
g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.
i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.
j. 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 MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.
14. **General.**
    a. **MOU Posting.** MCP and MHP must each post this executed MOU on its website.
    b. **Documentation Requirements.** MCP and MHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP Contract. 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 MHP 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 MHP 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 MHP 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 Medi-Cal Managed Care Contract, the MHP Contract, and subsequently issued superseding APLs, 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 MHP 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 MHP 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.

Kaiser Foundation Health Plan, Inc. (MCP)

Signature:
Name: Celia Williams
Title: Executive Director, Medicaid Care Delivery and Operations
Notice Address:
393 E. Walnut St.
Pasadena, CA 91188

Notice Electronic Delivery:
KPMOU@kp.org

Mariposa County Behavioral Health (MHP)

Signature:
Name: Miles Menetrey, Chair
Title: Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

COUNTERSIGNED
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

Exhibits A & B

MCP-Agency Liaisons

Liaisons	**Kaiser Foundation Health Plan, Inc.**
MCP Responsible Person	MOU Coordinator
MCP Agency Liaison	MOU Liaison

MHP Agency Liaisons

Liaisons	**Mariposa County Behavioral Health**
MHP Agency Responsible Person	**Name:** Sheila Baker **Title:** Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director **Contact:** sbaker@mariposacounty.org
MHP Agency Liaison	**Name:** Laura Glenn **Title:** Administrative Analyst – Mental Health Quality Assurance Supervisor **Contact:** lglenn@mariposacounty.org

Exhibit C

Data Elements

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.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-348

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Fourth Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations to Include Intergenerational Activities Within the Senior Services Program ($17,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Fourth Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations to Include Intergenerational Activities Within the Senior Services Program ($17,000) (4/5ths Vote Required)

The Health and Human Services Agency, Adult & Aging Services branch will be able to continue the Senior Service Intergenerational programming by capitalizing on the additional funding received through A12AA for the following activities:

- Farmers Market Kids Buck and Senior Silver Dollars (vouchers)
- Collaboration with Heritage House and Mariposa Safe Families to present workshops at the Mariposa Senior Activity Center
- Monthly Veterans' Breakfast

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 18, 2024 the Board approved the Third Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2024-250.

On February 6, 2024 the Board approved the Second Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2024-42.

On September 12, 2023 the Board approved the First Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2023-487.

On August 1, 2023 the Board approved the Standard Agreement for Fiscal Year 2023-2024 through resolution No. 2023-411.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source for the agency, which would suspend the planned intergerational events.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Area 12 Amendment**
2. **Area 12 Budget Action**

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

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2023 through September 30, 2024, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, is hereby amended, June 6, 2024 retroactive to July 1, 2023, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, shall not exceed the maximum amount of funding of $27,000.00* for Intergenerational Activities**.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 6-6-24
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors, Mariposa County

**This total includes dollars from Older Adults Recovery and Resilience (OARR) Funding for Older Californians Nutrition Program (OCNP) and Intergenerational Activities.*
***Provider Memo dated August 4, 2022 regarding OARR allowable expenses and activities.*

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 Grant Revenue		(17,000)	
3341	519	60524	Client Food		17,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE Kim Keheley DATE 6/25/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

NOTE

* All revenue entries should be entered in parentheses and entered in the appropriate column to either increase or decrease revenue.
* All expense entries should be positive and entered in the appropriate colum to either increase or decrease the expense.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-349

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Infant Child enrichment Services in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Infant Child enrichment Services in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The fiscal year agreement was approved by the Board on June 20, 2023, through Resolution 2023-335.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact to the County's General Fund.

ATTACHMENTS

1. Infant Child Enrichment Services 2025

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 CHILD CARE 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 Infant/Child Enrichment Services, 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 commence on July 1, 2024 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $250,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall 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:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Chris Mackenzie, Executive Director Infant/Child Enrichment Services, 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

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA.

Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients.

The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of $250,000 for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2024 through June 2025. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $1,250 or more per month beginning with the July 2024 claim. Advance is expected to be paid back to COUNTY no later than June 30th.

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT [_____]

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIE NT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____

Date Director's Signature

_____

Address of vendor/recipient (08/13/01)

INFACHI-CL HDICKERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2024

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	CONTACT NAME:	
George Petersen Insurance Agency, Inc. 2920 Bechelli Lane Redding, CA 96002	PHONE (A/C, No, Ext): (530) 244-9400	FAX (A/C, No): (530) 244-9444
	E-MAIL ADDRESS: info@gpins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Infant Child Enrichment Services, Inc. 20993 Niagra River Dr Sonora, CA 95370	INSURER A : Philadelphia Indemnity Insurance Company	18058
	INSURER B : Oak River Insurance Company	34630
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PHPK2585275	9/17/2023	9/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	PHPK2585275	9/17/2023	9/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB832283	9/17/2023	9/17/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	INWC412400	10/1/2023	10/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liabili			PHPK2585275	9/17/2023	9/17/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Work performed by the named Insured on behalf of the Certificate Holder.
The County of Mariposa, it's officials, employees & volunteers are named as additional insured per the attached forms with respects to the General Liability & Auto Liability. Insurance is primary and non-contributory, per attached form.
Waiver of subrogation applies per attached form

CERTIFICATE HOLDER

County of Mariposa
P.O. Box 905
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-350

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Second Amendment with Davis Guest Home Increasing the Amount by $7,000 for a New Amount Not to Exceed $567,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment with Davis Guest Home Increasing the Amount by $7,000 for a New Amount Not to Exceed $567,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the first amendment with Davis Guest Home on May 14, 2024, through Resolution 2024-179.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home 2024 A02**
2. **Davis Guest Home 2024 A01**
3. **Davis Guest Home 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

SECOND AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR RESIDENTAIL CARE SERVICES, 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 Davis Guest Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an agreement dated September 19, 2023 and whereas the parties entered into a first amendment dated May 14, 2024, wherein Contractor agreed to provide Residential Care services; and

WHEREAS, County and Contractor desire to amend said first amendment to change the compensation to be provided to Contractor;

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

3. Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional $7,000 will be added to the original amount of $560,000, making the total compensation paid to Contractor the not to exceed amount of $567,000.

Except as herein amended, the Agreement dated September 19, 2023, shall remain in full force and effect.

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

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2024. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2024, without there having been any interruption of the Agreement whatsoever.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Lonny Davis, Owner Davis Guest Home
COUNTERSIGNED:	APPROVED AS TO FORM:

(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

_____

Steven W. Dahlem
County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-179

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer
RE:	Approve First Amendment with Davis Guest Home Increasing the Amount by $110,000, for a New Amount not to Exceed $560,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Davis Guest Home Increasing the Amount by $110,000, for a New Amount not to Exceed $560,000, for Personalized Residential Care Services; Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on September 19, 2023 through Resolution 2023-513.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home 2024 A01 (4.12V1)**
2. **Davis Guest Home 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

DS
C

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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

DocuSign Envelope ID: 08AFABDC-A181-42D0-B05B-B597864DC2DE

FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE SERVICES, is made and entered into this 14th day of May, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and DAVIS GUEST HOME, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 19, 2023, wherein Contractor agreed to provide personalized residential care services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

3. Paragraph 3, "COMPENSATION," and Exhibit "B" are hereby amended to provide that an additional $110,000 will be added to the original amount of $450,000, making the total compensation paid to Contractor the not to exceed amount of $560,000.

Except as herein amended, the Agreement dated September 19, 2023, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis, Owner
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

DocuSign Envelope ID: BB4A4F95-5AA3-47B2-A852-C4F985361B38

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-513

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on March 23, 2017 through Resolution 2017-316.

The Board of Supervisors approved first amendment to an agreement with Davis Guest Home on March 21, 2023 through Resolution 2023- 157.

The Board of Supervisors approved second amendment to an agreement with Davis Guest Home on August 8, 2023 through Resolution 2023-435.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home Agreement 2024**

DS C-HHSA

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VOTE RESULT

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

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AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of September, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest Home ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $450,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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(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, $3,000,000 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.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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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:
Davis Guest Home
1878 E. Hatch Rd.
Modesto, CA 95331

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

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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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

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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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

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3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate

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events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patient's Rights Consumer Review Task Force, Stanislaus County.

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6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service trainings provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of

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Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the "Davis Guest Home Rate Quote Sheet" is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTOR'S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

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15. HIPAA Compliance

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

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Exhibit B
COST PROPOSAL

Fiscal Year 2023-2024 Rate Sheet

Transitional Rate Program/Services:

$ 1,324.82 SSI *
$1,344.82 SSI/SSA*
$160.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check and $1344.82 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, and $300.00 for private rooms. Behavioral patches may also apply and vary between $225-$300 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to COUNTY for placement.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

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COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to adhere to attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

COUNTY agrees that if the contract is not in place by June 30st, 2023 and no agreement exists to continue payments while contract is being drafted, COUNTY will remove their clients within 14 days and Davis Guest Homes will be paid in full within 30 days (including the 14 days notification).

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Phone: (510) 233-2600 Fax: (510) 235-3522
NEK INSURANCE, INC.
PO BOX 809
EL CERRITO CA 94530

Agency Lic#: 0350715

CONTACT NAME: NEK INSURANCE, INC.
PHONE (A/C, No, Ext): (510) 233-2600 FAX (A/C, No): (510) 235-3522
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INS. CO. / AMWINS	
INSURER B : NATIONAL LIABILITY & FIRE INS CO / MAVERICK	
INSURER C : NATIONAL FIRE & MARINE INS. CO. / MAVERICK	
INSURER D: HAMILTON SELECT INS. CO. / AMWINS	
INSURER E :	
INSURER F :	

INSURED
DAVIS GUEST HOME, INC.
1878 EAST HATCH ROAD
MODESTO CA 95351

COVERAGES **CERTIFICATE NUMBER:** 97341 **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			0100145775-2	04/01/23	04/01/24	EACH OCCURRENCE	$
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
	X CLAIMS-MADE [ ] OCCUR						MED. EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ INCLUDED
	X POLICY [ ] PRO-JECT [ ] LOC						EACH CLAIM LIMIT	$ 1,000,000
B	AUTOMOBILE LIABILITY			73APS111042	04/01/23	04/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (per accident)	$
	HIRED AUTOS [ ] NON-OWNED AUTOS							$
D	[ ] UMBRELLA LIAB [ ] OCCUR			AMXSHS318734	04/01/23	04/01/24	EACH OCCURRENCE	$
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DED [ ] RETENTION $						EACH CLAIM	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			0100145775-2	04/01/23	04/01/24	EACH CLAIM/AGGR	1,000,000/3,000,000
C	EXCESS AUTO LIABILITY			72XAS008667	04/01/23	04/01/24	LIABILITY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGES, LIMITS AND EFFECTIVE DATES AS SHOWN.

CERTIFICATE HOLDER

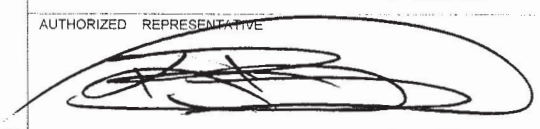
MARIPOSA COUNTY
DEPARTMENT OF HUMAN SERVICES
PO BOX 99
MARIPOSA, CA 95338

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-2	04/01/2023 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured(s):
County of Sonoma, its officers, agents, and employees, Attn: DHS - Contract & Board Item Development, 3313 Chante Rd, Santa Rosa, CA 95404
Solano County Mental Health, 275 Beck Ave, MS 5-250, Fairfield, CA 94533-6804
Santa Barbara County, 300 N San Antonio Rd, BLDG 3, Santa Barbara, CA 93110
County of Tuolumne Behavioral Health Department C/O Human Services Agency, 20075 Cedar Rd N, Sonora, CA 95370
Mariposa County Department of Human Services, PO Box 99, Mariposa, CA 95338
San Luis Obispo County Behavioral Health Services, 2180 Johnson Ave, 2nd Floor, San Luis Obispo, CA 93401
Amador County Behavioral Health Department, 810 Court St, Jackson, CA 95642
County of Monterey, its officers, agents and employees, 1270 Natividad Rd, Salinas, CA 93906
Tehama County Health Services Agency, PO Box 400, Red Bluff, CA 96080-0400
Modoc County Mental Health Services, 411 North Main St, Alturas, CA 96101
Siskiuyou County Behavioral Health Services 2060 Campus Dr, Yreka, CA 96097-9538
Santa Cruz County Department of Mental Health, Health Services Agency, 1080 Emeline Ave, Santa Cruz, CA 95061
San Mateo County Mental Health Services, 225 W 37th Ave, San Mateo, CA 94403-4342
County of Napa, its officers, employees, agents, and volunteers, 2261 Elm St, Napa, CA 94559-3721
County of Lake Behavioral Health Department, PO Box 1024, Lucerne, CA 95458
Del Notre County Department of Health & Human Services, 880 Northcrest Dr, Crescent City, CA 95531
Merced County Department of Mental Health, PO Box 2087, Merced, CA 95344
Mendocino County Mental Health BHRS, 1120 S Dora Street, Ukiah, CA 95482
Marin County Community Mental Health Services, 20 N San Pedro, Suite 2028, San Rafael, CA 94903
Madera County Public Guardian Behavioral Health Services, PO Box 1288, Madera, CA 93639-1288
Lassen County Behavioral & Public Health, Mental Health Division, 555 Hospital Ln, Susanville, CA 96130
County of Colusa Department of Behavioral Health, 162 E Carson St. Suite A, Colusa, CA 95932
Humboldt County Health & Human Services, DHHS - Mental Health, 720 Wood St, Eureka, CA 95501-4482
Stanislaus County Behavioral Health & Recovery Services, 800 Scenic Dr, Modesto, CA 95350-6131
Alameda County, BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205 Oakland, CA 94606
Tulare County Health and Human Services Agency, 5957 S Mooney Blvd, Visalia, CA 93277-9394
San Joaquin County, 44 N San Joaquin St, Suite 540, Stockton, CA 95202
County of Placer, its officers agents, employees and volunteers, 11512 B Ave, Auburn, CA 95603-2605

A. **SECTION II - WHO IS AN INSURED** is amended to include the person or organization shown in the above Schedule as an Additional Insured, but only for the vicarious liability imposed on the Additional Insured, provided that such liability is caused by the sole negligent conduct of the "named insured" and is proximately caused by "your work" for the Additional Insured.

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However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This coverage does not apply to "bodily injury" or "property damage":
   a. Arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured;
   b. To any "employee" of the "named insured" or to any obligation of the Additional Insured to indemnify another because of "damages" arising out of such injury.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
3. A person's or organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of claim or "suit":

1. The Additional Insured must promptly give notice of a claim which is made or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE – ADDITIONAL INSURED:

Mariposa County Department of Human Services
PO Box 99
Mariposa, CA 95338

A. In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered "auto"; and
2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority.

B. The insurance afforded to such additional insured:

1) Applies only to the extent permitted by law; and
2) Will not be broader than that which you are required by a contract or agreement to provide for such additional insured.

C. The most we will pay on behalf of the additional insured is the lesser of the amount of insurance:

1) That you are required by a contract or agreement to provide for such additional insured; or
2) That is available under the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and agreements remain unchanged.

Additional Premium: $ 0

Company Name **National Liability & Fire Insurance Company**	Policy Number **73 APS 111042** Endorsement Effective **04/01/2023 12:01 AM**
Named Insured **DAVIS GUEST HOME INC**	Countersigned by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

DocuSign

Certificate Of Completion

Envelope Id: BB4A4F955AA347B2A852C4F985361B38
Status: Completed
Subject: Complete with DocuSign: 23-513 - Davis Guest Home Agreement 2024v4 - Aug 23 2023.pdf
Source Envelope:
Document Pages: 22
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
9/20/2023 1:09:21 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/20/2023 1:12:56 PM Viewed: 9/20/2023 1:57:03 PM Signed: 9/20/2023 1:57:13 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 70.233.117.66 Signed using mobile	Sent: 9/20/2023 1:57:15 PM Viewed: 9/20/2023 2:36:43 PM Signed: 9/20/2023 2:37:03 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/20/2023 2:37:04 PM Viewed: 9/25/2023 1:31:00 PM Signed: 9/25/2023 1:31:05 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Lonny Davis unclonny2003@yahoo.com Owner/President Security Level: Email, Account Authentication (None)	DocuSigned by: Lonny Davis D58CF621603649A... Signature Adoption: Pre-selected Style Using IP Address: 47.47.76.66	Sent: 9/25/2023 1:31:07 PM Viewed: 9/25/2023 2:52:19 PM Signed: 9/25/2023 2:54:50 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/25/2023 2:52:19 PM ID: 474e3fba-c156-4b30-8225-59fd77fda713		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	DS C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/25/2023 2:54:52 PM Viewed: 9/25/2023 2:56:17 PM Signed: 9/25/2023 2:56:26 PM

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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 1:12:56 PM
Certified Delivered	Security Checked	9/25/2023 2:56:17 PM
Signing Complete	Security Checked	9/25/2023 2:56:26 PM
Completed	Security Checked	9/25/2023 2:56:26 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

Agenda Item – No Resolution Requested

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Accept Resignation and Recognize the Service of Chris Lowey on the Mariposa County Code Compliance Advisory Committee

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RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Chris Lowey on the Mariposa County Code Compliance Advisory Committee.

Lowey is unable to continue to serve at this time.

With this action there will be 3 vacancies on this committee.

Appointments, term expiration/vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically recognizes the service of committee members.

Lowey was appointed on February 6, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240617 CCAC Vacancy Notice 3**
2. **2406 17 Chris Lowey Resignation Email**

Mariposa County

STEVE ENGFER
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

SPECIAL NOTICE OF THREE (3) VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There are three (3) vacancies that currently exist on the Code Compliance Advisory Committee (CCAC), two are to fill terms expiring the last day of February 2026 and one to fill an existing term expiring the last day of February 2025.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board, PO Box 784, Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 6/17/24 ~ Leave posted until notified.

From: lowluke1
To: Sophea Craighead; Colleen Rhodes
Subject: Resignation
Date: Monday, June 17, 2024 1:41:51 PM

Hello... Hope that you are both doing well.

Please accept this as my resignation from the Mariposa County CCAC.

Unfortunately, I have many issues within my personal life that must take precedence of my time currently and I am not able to commit the time required to serve on this committee.

I appreciate the opportunity to serve and possibly at a later date I will have the freedom to participate as a volunteer more frequently.

Best Wishes to you.

Regards,
Chris Lowey

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-351

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with Integrated Human Services Group, LLC to Conduct Evaluations on the Processes and Outcomes of the Edward Byrn Memorial Justice Assistance Federal Grant Program, also known as the Drug Enforcement Team, Effective June 6th, 2023 through December 31st, 2026; and Authorize the Board Chair to Sign the Agreement Including any Amendments, Modifications or Extensions Thereof, with Integrated Human Services Group, LLC (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Integrated Human Services Group, LLC to Conduct Evaluations on the Processes and Outcomes of the Edward Byrn Memorial Justice Assistance Federal Grant Program, also known as the Drug Enforcement Team, Effective June 6th, 2023 through December 31st, 2026; and Authorize the Board Chair to Sign the Agreement Including any Amendments, Modifications or Extensions Thereof, with Integrated Human Services Group, LLC (Subject to Approval as to Form by County Counsel).

The Drug Enforcement Team (DET) Program was approved for funding by the Board of State and Community Corrections (BSCC) in an amount not to exceed $654,615.00 for the term of the agreement beginning 06/01/23 and ending 12/31/26. Program funding is contingent on Federal allocations to the State in years two and three. The evaluation was included in the DET budget as mandated by the grant agreement.

In June 2023, the Board of Supervisors adopted a resolution to participate in the JAG program, Resolution # 23-342, thereby accepting the terms of the agreement as proposed by BSCC.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was created as part of the Consolidated Appropriates Act of 2005. Mariposa County has been receiving these funds annually to support the Drug Enforcement Team, formerly known as the Drug Task Force. The Board of Supervisors has consistently authorized the Chierf Probation Officer to sign the Edward Byrne Memorial Justice Asistance Federal Grant applications, agreements and other grant related documents.

The Board recently adopted Resolution #23-342 to participate in the Edward Byrne Memorial Justice

Assistance Grant (JAG) Program, locally known as the Drug Enforcement Team.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this request is not granted, the County will not be in compliance with the agreement between the County and the Board of State and Community Corrections. The County could lose funding to continue the Drug Enforcement Team program.

FINANCIAL IMPACT

The Drug Enforcement Team is fully funded by the Justice Assistance Grant (JAG), with State and Federal Grant Funds. The Dr4ug Enforcement Team budget includes an allocation for the mandated program evaluations.

ATTACHMENTS

1. **CERTIFICATE OF INSURANCE**
2. **Mariposa County Probation JAG Evaluation Proposal.docx - Google Docs_encrypted_**

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

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 20, 2024

Mariposa County Probation Department
5091 BULLION ST
MARIPOSA CA 95338

Account Information:

Policy Holder Details :	**Integrated Human Services Group Inc**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2024

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 be endorsed. If SUBROGATIONIS 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
PACIFIC PREMIER INS ASSOC INC/PHS
57550206
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Integrated Human Services Group Inc
6040 BELFAST WAY
ROSEVILLE CA 95747-4104

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X	X	57 SBM BM3549	10/26/2023	10/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			57 SBM BM3549	10/26/2023	10/26/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	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 [ ] N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	PROFESSIONAL LIABILITY			57 SBM BM3549	10/26/2023	10/26/2024	Occurrence Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Mariposa County Probation Department
5091 BULLION ST
MARIPOSA CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC# : _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
PACIFIC PREMIER INS ASSOC INC/PHS	INTEGRATED HUMAN SERVICES GROUP INC 6040 BELFAST WAY ROSEVILLE CA 95747-4104
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.

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Justice Assistance Grant (JAG) Program Evaluation Proposal
Mariposa County Probation

The *Integrated Human Services Group, LLC* (IHSG) is pleased to provide this proposal to Mariposa County's Probation Department in support of its Justice Assistance Grant accountabilities.

IHSG is a premier consultancy team that delivers training and organizational assistance services as well as implementation support for a variety of initiatives to public and private organizations. Recent clients include Sacramento County Health and Human Services, Mono County Probation, Fresno County Probation, Santa Clara County Social Services, Shasta County Probation, California Department of Social Services, Tuolumne County Health and Human Services, and the Los Angeles County Department.

IHSG has experience completing organizational inquiry in many forms and for various organizations. IHSG's consultancy team will be led by Alison Tudor. Alison holds a Master's degree in Public Administration and has over eighteen years of experience in social services in Mariposa County. Alison has a strong background in project management and in synthesizing complex information into comprehensible formats that demonstrate project effectiveness and guide improvements.

If and as needed, subject matter technical assistance will be available from Mark Hake, former Chief Probation Officer in Riverside County, or from David Coughran, former Probation Manager in Placer County.

Project Scope

IHSG will conduct the outcome and process evaluations of the 2023 Justice Assistance Grant for Mariposa County, a multi-jurisdictional collaboration involving the Mariposa County Probation Department, local law enforcement officers, and the District Attorney's Office, which will be conducted through 2026. The evaluation will include analyzing the progress and accomplishments of the Drug Enforcement Team, established to target narcotic sales, distribution and manufacturing, and to protect children who are at risk due to their exposure to drug sales and use.

The evaluation will include several key metrics for the Drug Enforcement Team project, including straightforward counts such as the total number and volume of drug seizures and forfeitures, the number of children impacted, and child endangerment convictions. We will also track prosecution, conviction, and diversion rates, as well as how these activities vary over time. To understand the impact of the Drug Enforcement team, we will examine year-to-year variations in drug seizures, arrests, convictions, asset forfeitures, and children served, assessing these changes to determine their significance. Additionally, we will evaluate the effectiveness of the team's deterrent measures by monitoring probation and parole outcomes, specifically success rates and revocations, as well as reoffense rates for individuals who are rearrested, prosecuted, or convicted.

IHSG shall provide the following reports, based on data received quarterly by Mariposa County Probation:

Report	Due Date
Y1 Annual Progress Evaluation Report	August 30, 2024
Y2 Six-Month Progress Evaluation Report	February 15, 2025
Y2 Annual Progress Evaluation Report	August 15, 2025
Y3 Six-Month Progress Evaluation Report	February 15, 2026
Final Evaluation Report (Includes Y1-Y3)	December 1, 2026

Estimated Cost/Budget

IHSG is willing and able to provide the above menu of services and support at a cost of $7,000 per project year deliverables (Y1, Y2, Y3) and $15,000 for the Final Evaluation Report. Data will be analyzed quarterly and reports will be created every six months of the remaining project timeframe. Total cost not to exceed $36,000.

Respectfully Submitted,

Richard Knecht
Richard Knecht (Jun 20, 2024 19:46 PDT)

Richard Knecht, M.S.
Managing Partner, IHSG

916-303-0154 6040 Belfast Way, Roseville rknecht.integratedkids@gmail.com

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-352

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize Public Works to Waive the Encroachment Permit Fee of $206 for the 37th Annual Hornitos Flea Market on October 6, 2024, from 7:00 am to 3:00 pm

---

RECOMMENDATION AND JUSTIFICATION

Authorize Public Works to Waive the Encroachment Permit Fee of $206 for the 37th Annual Hornitos Flea Market on October 6, 2024, from 7:00am to 3:00 pm.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the 37th Annual Hornitos Flea Market, which is organized, sponsored, and insured by the Hornitos Patrons Club, which is a non-profit group serving the community of Hornitos and Mariposa County. In past events, the Board has waived the Encroachment Fee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the Hornitos Patrons Club would be responsible for the Encroachment Permit Fee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Permit**
2. **Assemblage Permit**
3. **Flyer**
4. **Insurance**
5. **Letter from CHP**
6. **Vendor ap**

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

1488

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 6/25/24 Building Permit #: _____

APPLICANT: Hornitos Patrons Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) High Street & Plaza AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 10/6/24
   ☐ OTHER (EXPLAIN BELOW)

   Hornitos Annual Flea Market (See Attached)

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Hwy 140 to Hornitos Rd to High Street

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: Hornitos Patrons Club

DATE ISSUED: 6/25/24 MH

PRINTED NAME OF APPLICANT: Hornitos Patrons Club

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: Mary Ann Vighi Chairperson

MAILING ADDRESS: P.O. Box 341 209 316-1511
Hornitos CA 95325

Hornitos Flea Market

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: June 25, 2024

Scheduled Date of Event: Oct. 6, 2024 Time: 7:00 AM - 3:00 p.m.

Exact Location of Each Activity: 2884 Bear Valley Road. Golden Stag Hall & Park

Number Of People Attending, (Reasonable Estimate): 800

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

37th Annual Hornitos Flea Market

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? No

If Yes, Please Give Details.

Please List Mode, Extent, And Nature of Advertising: Local San Joaquin Valley, Newspapers TV channels

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. Mary Ann Visher, P.O. Box 388, Hornitos CA. 95325 209 316-1511
2. Shaun Quinn P.O. Box 387, Hornitos CA 95325 209 988-8937
3. Shari Lindsay, P.O. Box 300 Hornitos CA 95325 209 376-225
4.
5.
6.

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: Mariposa Fire

Sanitation Facilities: Mariposa County Public Works

Police Protection: California Highway Mpsa Sheriffs Ofc

Zoning & Land Use: Mpsa Planning Dept

Parking & Traffic Control: California Highway Patrol

Emergency Medical Services: John C. Fremont Hospital

Insurance/Bond: Barlocker Insurance

ABC License number (If applicable): None

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓			6/25/24
Health Dept.		✓	✓		6/25/24
Hospital		✓			6/25/24
Planning		✓			6/25/24
CHP		✓			6/26/24
Sheriff		✓			7/30/24
Other: Public Works:		MA	N/A		6/25/24

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: Hornitos Patrons Club / By Mary Ann Weber

Address: P.O. Box 341, Hornitos CA 95325

Phone Number: 209 316-1511

37th Annual

Hornitos

Flea Market

Hornitos Park

7am to 3pm

$60 for 10 X 15 Space

Sunday October 6, 2024

Spaces Available! Online Vendor Application available at www.hornitospatronsclub.org

Call 209-316-1511 for information
Hornitospatronsclub@gmail.com
www.facebook.com/hornitospc/

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2024

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 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	CONTACT NAME: CL Central	
Barlocker Insurance Agency, Inc. License #0580438 1164 Olivewood Dr. Merced CA 95348	PHONE (A/C, No, Ext): 888-221-8393	FAX (A/C, No): 866-688-5709
	E-MAIL ADDRESS: Broker	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Company of Connecti	25682
INSURED Hornitos Patrons Club P O Box 341 Maryanne Visher Hornitos CA 95325	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 24-25 Master** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		660462R5278	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Damage to Rental Premises	$ 300,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Stag Hall, Hornitos Park, Hornitos Plaza and High Street

County of Mariposa is named additional insured with repects to general liability as per company form CGD4110408.

CERTIFICATE HOLDER

escherf@mariposacounty.org; k

County of Mariposa
5100 Bullion St
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R zcAdams/READAM Becca Adams

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POLICY NUMBER: I-660-462R5278-TCT-24

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THE FOLLOWING ADDITIONAL INSURED CG D4 11 IS AMENDED TO READ AS FOLLOWS:

COUNTY OF MARIPOSA
5100 BULLION ST.
MARIPOSA, CA 95338

REGARDING USE OF:
STAG HALL #2884
BEAR VALLEY RD.
HORNITOS PARK, HORNITOS PLAZA AND HIGH STREET
HORNITOS, CA 95325

POLICY NUMBER: I-660-462R5278-TCT-24

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 05-14-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

COUNTY OF MARIPOSA
5100 BULLION ST.
MARIPOSA, CA 95338

REGARDING USE OF:
STAG HALL #2884
BEAR VALLEY RD.
AND AS PER CG T8 00

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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 26, 2024

File No.: 455.15326.A16737.37TH ANNUAL FLEA MARKET

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the 37TH Annual Flea Market. This event is scheduled for October 6, 2024 from 7:00 am- 3:00 pm. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL, Lieutenant
Mariposa Area

HORNITOS FLEA MARKET
VENDOR APPLICATION

Sponsored by the Hornitos Patrons Club

VENDORS ARE REQUIRED TO COMPLY WITH THE FOLLOWING RULES WHILE PARTICIPATING IN THE HORNITOS FLEA MARKET. FAILURE TO COMPLY WITH THESE RULES MAY RESULT IN THE REJECTION OF FUTURE APPLICATIONS. THE HORNITOS PATRONS CLUB RESERVES THE RIGHT TO REFUSE ANY VENDOR'S APPLICATION.

SPACE RENTAL INFORMATION

Vendor Behavior: Vendors are reminded that this is a family friendly event. Please be respectful at all times. Dogs must be leashed at all times (MPA CO ORD 6.08.145). No drugs or alcohol are allowed in the vendor areas. Public intoxication is prohibited. Law enforcement will be contacted to deal with violators.

Goods Allowed for Sale: Antiques, collectibles, handmade goods, or quality repurposed goods.

Rental Cost: $60.00 per space. Pay Online at www.hornitospatronsclub.org

Or print out this application and mail in: CHECK, CASH OR MONEY ORDER ACCEPTED

Spaces will be reserved when payment has been received. The event will be held rain or shine.

NO REFUNDS. Space Size: 10 feet X 15 feet

Spaces will be assigned at the discretion of the Hornitos Patrons Club. Specific space locations are NOT guaranteed and will be assigned upon receipt of application and payment. Vendors are **NOT** allowed to sublet spaces. HPC will **NOT** provide tables, chairs, electric cords, access to electricity, or any other items. **Flea Market Hours: Annually on the First Sunday in October, 7:00 AM – 3:00 PM** Vendors are required to be at their assigned space during flea market hours.

HPC IS NOT RESPONSIBLE FOR ANY VENDOR PROPERTY LOST, STOLEN OR DAMAGED. Set-up Time: Saturday, 12:00 PM – 8:00 PM or Sunday, 5:00 AM – 6:30 AM

The park lights will remain on Saturday night, but **NO** security is provided. **HPC IS NOT RESPONSIBLE FOR ANY VENDOR PROPERTY LOST, STOLEN OR DAMAGED.** All vehicles must be out of the sales area by 6:30 A.M. on Sunday. Vendors are required to park in the St. Catherine's Church Parking area to allow for customer parking.

Take-Down Time: Sunday, 3:00 PM

No vendors will be allowed to leave before 3:00 PM on Sunday. The park gates will remain locked until 3:00 P.M. HPC does not provide trash removal or dumpsters for the event. Space shall be cleared and free from all debris and trash. Vendors are required to take all of their property and trash when they leave the area.

FOOD VENDOR INFORMATION

Food Vendors are responsible for contacting the Mariposa Health Department at (209) 966-2220 to acquire mandatory permits prior to coming to the flea market. Food vendors must observe all of the HPC rules to participate in the flea market. Vendor space shall be cleared and free from debris and trash prior to leaving.

COMPLETE AND RETURN THIS FORM WITH PAYMENT TO RESERVE YOUR SPACE.

Submission of this form is an acknowledgement hat the vendor agrees to comply with the rules above

Make Checks Payable to and mail to: HORNITOS PATRONS CLUB
P.O. BOX 341
HORNITOS, CA 95325

VENDOR NAME: _____ SELLER PERMIT NUMBER _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

DESCRIPTION OF GOODS: _____

NUMBER OF SPACES REQUESTED: _____ AMOUNT ENCLOSED: $ _____

FOR ADDITIONAL INFORMATION CALL: (209) 316-1511; OR EMAIL: HORNITOSPATRONSCLUB@GMAIL.COM

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-353

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with American Paving Co. for the Harris Road Bridge Emergency Repair in the Amount Not to Exceed $54,109; Approve Budget Action to Allocate Expenses to Fixed Asset Category($55,000); and Authorize the Board of Supervisors Chair to Sign the Agreement; Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with American Paving Co. for the Harris Road Bridge Emergency Repair in the Amount Not to Exceed $54,109; Approve Budget Action to Allocate Expenses to Fixed Asset Category($55,000); and Authorize the Board of Supervisors Chair to Sign the Agreement; Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required).

The Harris Road Bridge, a single-lane bridge located within Ponderosa Basin, spans the East Fork Chowchilla River. It is a critical access point for many residents on the east side of the river, who rely on it daily to reach Chowchilla Mountain Road. This bridge is the only paved access route in and out of the area, with the alternative being a single-lane dirt road that significantly increases travel time to SR49. Without the bridge in service, the fire station and emergency services become isolated, making the bridge's usability crucial for residents' access, emergencies, and evacuations.

In early June, Roads staff identified a through-deck hole in the bridge. According to California Public Contract Code (PCC) section 1102, an emergency is defined as a sudden, unexpected occurrence posing a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. The continued use of the bridge posed risks of bridge failure and potential injuries to motorists. Given the urgent nature of the situation, delaying for competitive bidding was not permissible.

Constructed in 1968, the bridge has reached the end of its lifespan, with plans for a new bridge scheduled for 2026. To ensure community safety, a temporary repair was executed by American Paving Co., involving the overlay of the existing concrete deck with timber planks. The steel girder substructure does not show signs of corrosion or deformation, and using wood, a lighter material than

concrete or steel, was deemed suitable. This temporary repair will remain in place until the bridge is reconstructed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Contract Code Section 22050 (a)(1) states, "In case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first and final update on this location.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not review this action and determine, by four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Section 22050 may not be utilized.

FINANCIAL IMPACT

There is no impact to the General Fund. This project will be paid for by Fund 3300 Roads.

ATTACHMENTS

1. **Budget Action_Bridge**
2. **American Paving Co-Harris Bridge Emergency Repair**

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	PROJECT	INCREASE	DECREASE
3300	300	60301	Professional Services			55,000
3300	300	70311	Roads and Bridges		55,000	
					55,000	55,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

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

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

FY24 Emergency repair of Harris Road bridge

DEPT HEAD SIGNATURE _____ DATE 7/25/24

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Public Works - Roads

AUDITOR'S USE ONLY
BA #

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of June, 2024, by and between American Paving, Co. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of fifty-four thousand one hundred and nine Dollars ($54,109) ("Contract Price"), the following services ("Services" or "Work"):

   Harris Road Bridge Emergency Repair

   This project involves the removal and replacement of the existing bridge railing, installation of new timber flat-laid deck boards over the existing 23ft wide concrete deck, construction of a temporary timber railing, and paving of the asphalt approaches to ensure the bridge is safe and functional.

2. Contractor shall perform the Work at Harris Road Bridge ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within (30) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
____ Bid Form and Proposal	____ Registered Subcontractor List
____ Bid Bond	_X_ Insurance Certificates and Endorsements
____ Noncollusion Declaration	
____ Iran Contracting Act Certification	____ Performance Bond
____ Designated Subcontractors List	____ Payment Bond
____ Notice to Proceed	____ Specifications
____ Prevailing Wage Certification	____ Plans
____ Workers' Compensation Certification	____ Special Conditions
	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
	____ _____ [Other]
____Asbestos & Other Hazardous Materials Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposcounty.org

Contractor

Name: American Paving Co.
ATTN: Stephen J. Poindexter
P.O. Box 27587 Fresno, CA 93729
(559) 268-9886
spoindexter@americanpavingco.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair

Board of Supervisors

_____

Danielle Bondshu

Clerk of the Board

APPROVED AS TO FORM:

_____

Steve W. Dahlem

County Counsel

Dated: 6/14, 2024

Contractor: American Paving Co.

Signature: _____

Print Name: Stephen J. Poindexter

Print Title: President

License No.: 181430

Registration No.: 1000001450

Address: P.O. Box 27587 Fresno, CA 93729
Telephone: (559) 268-9886

Facsimile:

E-Mail: spoindexter@americanpavingco.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: CALIFORNIA
____ Limited Liability Company
____ Other: _____

94-1484960 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

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

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

LYLEDIR-01 ESILVERSPARRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2024

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 License # 0C36861 Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME: Emily Silversparre PHONE (A/C, No, Ext): (559) 374-3644 FAX (A/C, No): E-MAIL ADDRESS: Emily.Silversparre@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Old Republic Insurance Company — 24147
INSURED American Paving Co. P.O. Box 27587 Fresno, CA 93729	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: $10,000 SIR	X		MWZY31334224	5/31/2024	5/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 750,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		MWTB31334324	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC31334124	5/31/2024	5/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Harris Road Bridge Emergency Repairs

Mariposa County Department of Public Works and each of its board members, officers, directors, representatives, agents, employees and volunteers are included as additional insured are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Auto Liability policies.

Coverage forms attached:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-354

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Second Amendment with Aramark to Change Name to Vestis Services, LLC., Extend the Term of the Agreement from June 30, 2024, to September 30, 2024, and Increase Compensation by $6,300 for a New Amount Not to Exceed $202,992; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment with Aramark to Change Name to Vestis Services, LLC., Extend the Term of the Agreement from June 30, 2024, to September 30, 2024, and Increase Compensation by $6,300 for a New Amount Not to Exceed $202,992; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County is extending the Agreement so we can finalize our new contract and invoicing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 17, 2018, Resolution 2018-350, the Board approved an Agreement with Aramark for Uniform Laundry and Janitoral Supplies ($98,346).

On May 25, 2021, Resolution 2021-297, the Board approved First Amendment with Aramark for Uniforms Laundry and Janitorial Supplies extending the term until June 30, 2024 and adding an additional $98,346 for new amount not to exceed $196,692.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will be no uniforms and delay in processing invoices for payment.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. **Second Amendment Vestis**
2. **2021-297_First Amendment Aramark**
3. **2018-350_Agreement Aramark**

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

SECOND AMENDMENT TO AGREEMENT FOR
UNIFORM LAUNDRY AND JANITORIAL SUPPLIES

THIS SECONND AMENDMENT TO AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES, 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 VESTIS SERVICES, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated JULY 17TH, 2018, wherein Contractor agreed to provide UNIFORM LAUNDRY AND JANITORIAL SUPPLIES services;

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated JULY 3RD, 2021, wherein the compensation of the agreement was increased to $196,692.00;

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated JULY 3RD, 2021, wherein the term of the agreement was extended to JUNE 30TH, 2024;

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

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor; and

WHEREAS, County and Contractor desire to amend said Agreement to change the name of the CONTRACTOR.

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to SEPTEMBER 30, 2024.

3. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $6,300.00 will be added to the original amount of $196,692.00, making the total compensation paid to Contractor the not to exceed amount of $202,992.00.

4. Paragraph 4, "NAME CHANGE," and CONTRACTOR is hereby amended to acknowledge that ARAMARK UNIFORM SERVICES is now known as VESTIS SERVICES, LLC.

Except as herein amended, the Agreement dated JULY 17TH, 2018, shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Darnell Williams, General Manager Vestis Services, LLC
COUNTERSIGNED: (*Government Code §25103*)	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-297

MEETING: May 25, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Amendment to the ARAMARK Agreement for Uniform Laundry and Janitorial Supplies ($98,346)

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to an Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies extending the term until June 30, 2024 and adding an additional $98,346 for a new amount not to exceed $196,692; and Authorize the Board of Supervisors Chair to sign the amendment.

The current three-year contract with ARAMARK is due to expire June 30, 2021. In the interest of maintaining the County's business, ARAMARK has agreed to keep their pricing the same as the current contract. The Public Works Department has been satisfied with the performance levels provided by ARAMARK.

Under the terms of this agreement the County retains the right to cancel this agreement upon issuance of a 30 day termination notice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 17, 2018 Resolution 2018-350 the Board approved an Agreement with ARAMARK. Other County contracts, including the one with ARAMARK, have been extended based on vendor performance and the Department's recommendation upon Board review and approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action to the Agreement would require and extension of the original agreement while the Department conducted competitive bidding. Normally, competitively bidding a contract is in the County's best interest, However, in this case, ARAMARK has agreed to hold its original pricing of nine years ago - when the contract was last bid upon. Since that time it is presumed industry costs have risen and would, therefore, be reflected in bids received. ARAMARK has agreed to hold its pricing from its last bid thus, assuring a near decade whereby the County has had no price increases for these services.

FINANCIAL IMPACT:
There is no financial impact to this action as funds have been appropriated for these purposes.

REF ID# 11751

ATTACHMENTS:
Aramark 1st Amd (PDF)
Aramark 18-066 (PDF)

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

RES. NO. 21-297

FIRST AMENDMENT TO AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES

THIS FIRST AMENDMENT TO AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES, is made and entered into this ____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Aramark, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 17, 2018, wherein **Contractor** agreed to provide uniform laundry and janitorial supplies; and

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

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor;**

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2024.

2. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional Ninety Eight Thousand Three Hundred Forty Six Dollars ($98,346), making the total compensation paid to **Contractor** in the not to exceed amount of One Hundred Ninety Six Thousand Six Hundred Ninety Two Dollars ($196,692).

3. Paragraph 4: Except as herein amended, the Agreement dated July 17, 2018 shall remain in full force and effect.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Aramark Darnell Williams
General Manager

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT "A"

CALVERT, TRAVIS

From: CALVERT, TRAVIS
Sent: Friday, March 05, 2021 3:30 PM
To: mpardi@mariposacounty.org
Subject: Aramark

Hello Mike,

I appreciate you and Melinda making time out of your busy schedules meet with me the other day. Per our discussion, Aramark is willing to lock you in at your current rates in return for a 3 year extension. If you need anything else from me please do not hesitate to ask. Once again I thank you for allowing Aramark the opportunity to service your uniform needs.

Thank you,

Travis Calvert | Aramark | District Manager | Uniform Services
3333 N. Sabre Dr.
Fresno, CA 93727

Mobile: 559-231-1711**Office:** 559-312-1245 **Fax:** 559-291-6921
Email: calvert-travis@aramark.com | **Web:** www.aramark.com

See how we can Stock Your Reputation with our Managed Restroom Services and provide you with deep discounts on our best-selling Direct Sale items.

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PLEASE PRINT RESPONSIBLY

6/7/2018

COUNTY OF MARIPOSA

Department of Public Works

Uniform Rental, Laundry Supplies & Related Services Bid PWB 12-01

Thank you for allowing ***Aramark Uniform Services*** to bid your account. I will personally guarantee the type of service you have come to expect from this professional rental maintenance company. Prices are as follows:

	Piece Rate	Replacement Rates
Cotton Coveralls	$ 0.35	$ 16.00
Cotton Pants	$ 0.19	$ 10.00
Cotton Shirts	$ 0.18	$ 10.50
D/C Pants	$ 0.15	$ 8.50
D/C Shirts	$ 0.15	$ 7.00
D/C Coveralls	$ 0.30	$ 13.00
Rental Jackets	$ 0.75	$ 35.00
Xtra Suit	$ 1.00	
Special Size	$ 4.00	
Name Tags	$ 1.00	
Prep Charge	$ 0.50	
County Emblems	$ 2.25	
Allied Items		
3x4 Mats	$ 0.45	$ 25.00
Scraper Mats 3x5	$ 0.385	$ 55.00
DynaMat 3x5	$ 0.385	$ 55.00
4x6 Mats	$ 1.15	$ 45.00
3x10 Mats	$ 1.45	$ 55.00
4x 6 Steady Step Mats	$ 1.40	$ 65.00
3x10 Steady Step Mats	$ 1.55	$ 65.00
3 x 5 Coffee Mats	$ 1.00	$ 40.00
3x4 Welcome Mats	$ 0.55	$ 20.00
4x6 Welcome Mats	$ 0.65	$ 49.00
Air Freshener & Dispenser	$ 2.65	N/C
Roll Towel Cabinets	N/C	$ 55.00
Continuous Roll Towels	$ 1.00	$ 19.00
Dusters	$ 0.25	$ 4.50
Fender Covers	$ 0.35	$ 6.00
Glass Towels ~ Large	$ 0.04	$ 0.75
Huck Hand Towels	$ 0.05	$ 0.75
Liquid Soap	$ 2.00	N/A
24" Unframed DBLTRD Red Mops	$ 0.35	$ 9.00
36" Unframed DBLTRD Red Mops	$ 0.45	$ 11.00
Wet Mops	$ 0.65	$ 8.00
Mop Tool	N/C	$ 15.00
Dust Mop Tool	N/C	$ 12.00
Yellow B-grade Bath Towel	$ 0.18	$ 2.50
Red 18x18 Shop Towels	$ 0.03	$ 0.20
White 18x18 shop Towels	$ 0.03	$ 0.20
Soap Dispensers	N/C	$ 18.00
Soil Lockers	N/C	$ 325.00
Tissue Compact ~ White	$ 1.50	N/A
Towel Dispensers	N/C	$ 18.00
Coverall NOC	3.75	

Service Charge 3% Per Invoice

We believe you will find our service everything that it is represented to be, and we look forward to a continued successful business relationship with you

Paul Pinegar
District Manager

COUNTY OF MARIPOSA PUBLIC WORKS DEPARTMENT

INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFQ's)

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. **BID PREPARATION:**
   A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.

   B) State brand and make of each item.

   C) Bid on each item separately. Prices are to be stated in units and duration specified herein. All applicable charges including service charges and inventory maintenance charges must be quoted. Items for which inventory maintenance fees will be charged must be identified. Charges on invoices not quoted herein will be disallowed and/or recovered upon discovery.

   D) For purposes of comparison and evaluation, based on quantities stated, show total cost per year as well as a grand total.

   E) All bids must be dated and signed with the firm's name and by an authorized agent.

2. **SUBMITTING BIDS:**
   A) Each bid must be submitted in a sealed envelope with bid number and closing date and time on the outside of the envelope/package.

   B) Bids received after the closing time will not be considered.

   C) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated costs.

3. **AWARDS:**
   A) Award(s) will be made to the most responsive responsible bidder. The evaluation will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.

   B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.

4. **SAMPLES:**
   A) Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 30 days of bid closing date) be returned at the bidders expense.

5. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor.

The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

6. SPECIAL REQUIREMENTS:

A) With the first invoice or within twenty-five (25) days of delivery, the vendor must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7).

UNIFORM RENTAL, LAUNDRY AND MAINTENANCE SERVICE INSTRUCTIONS, SPECIFICATIONS, REQUIREMENTS AND CONDITIONS

The County of Mariposa is soliciting bids to provide Uniforms, Uniform Laundry, Mats, Supplies and Maintenance Services as described within the Request for Quotation.

Successful bidder shall provide all labor, material, equipment, supplies, etc. to:

- Provide work garments, mats and supplies to Mariposa County employees over a three year contract period.
- Pick up garments, launder, repair, and deliver back to various County locations on a regularly scheduled basis. For bidding purposes, "regularly scheduled" means weekly.
- The above-described services shall be performed in accordance with the terms, conditions, specifications and requirements of this RFQ.

1. **NUMBER OF COPIES:**

   Submit two (2) original copies of your quotation no later than the RFQ closing date and time as stated on the front of this document, to the County of Mariposa Department of Public Works.

2. **AWARD:**

   Award will be made to the vendor offering the service deemed to be to the best advantage to the County. The County shall be the sole judge in making such determination.

3. **RIGHT TO REJECT BIDS:**

   The County reserves the right to reject any bid and all bids and to waive informalities or irregularities in bids.

4. **TERM:**

   The initial contract period shall be three (3) years with the possibility of a three (3) year renewal period.

5. **QUANTITIES:**

   Quantities shown in the RFQ are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities and deliveries as deemed necessary.

6. **SPECIFICATIONS:**

   No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder. If no exceptions or deviations are shown the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

7. **ORDERING:**

Orders will be placed as required by the various County departments or divisions within a department.

8. **SAMPLES:**

On request, samples of products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered. Samples are to be provided within five (5) working days after request.

9. **VENDOR ASSISTANCE:**

Successful bidder shall furnish, at no expense to the County, a representative to assist each participating division of the Public Works Department in determining their product requirements and to measure each employee requiring uniforms.

Within thirty (30) days of an executed contract issued by the County, each employee will be issued the appropriate quantity of uniforms, and each division will be appropriately supplied.

10. **TERMINATION:**

The agreement may be terminated by the County at any time upon thirty days written notice.

11. **PRICES:**

Bidder agrees that prices quoted are maximum for the contract period, and in the case of a price decline such lower prices shall be extended to the County of Mariposa.

12. **SUMMARY OF SERVICES REPORT:**

Successful bidder shall, prior to commencement of service, deliver to the Public Works Administrative Analyst a detailed summary of the services to be provided. Such summary shall, state the following for each County Division:

- Employee Name(s).
- Type and color of garment issued (or to be issued).
- Quantity of garments issued (or to be issued).
- Initial replacement cost.
- Quantity of garments scheduled for weekly pickup.

Summary of Service Report shall be kept current by contractor throughout the contract period. An updated report shall be provided to the Administrative Analyst and to each County Division on a quarterly basis commencing upon contract execution date. Report shall be received no later than the fifteenth of the month following the quarter ending date. Failure to provide report will delay payment.
A sample report shall be submitted with your bid response.

13. **INVOICING:**

A) County shall be invoiced only for the services provided. Should scheduled service not be performed due to employee vacations, illness or for any other reason, County will not be liable for payment.
Invoices shall be timely and in arrears following the final date of service in each calendar month. Charges shall reflect garments picked up, not delivered.
Invoices shall be mailed to each County Division receiving service.

B) **There shall be no additional miscellaneous fees added to the price of any service.**

C) Invoices must be easily understood by County employees. Vendor codes & abbreviations that require the use of a key for definition are not acceptable.

D) Bidders must provide a sample invoice with their bid response.

E) Invoices will plainly and clearly state the following:
- County division name and address
- Billing period
- Type of service or supplies
- Employee name
- Frequency of service
- Type and quantity of each garment being provided
- Unit pricing and total (no additional charges)

14. ISSUANCE OF ADDITIONAL AND REPLACEMENT GARMENTS DURING THE CONTRACT PERIOD:

A) The garments provided by successful bidder upon commencement of contract shall be new. Garments provided during the contract period may be in a used condition. Such used garments must be in a condition comparable to the current condition of garments initially issued and still in use.

B) There shall be no initial charge to the County for garments issued during the contract period, except where otherwise noted.

C) Garments must, at all times, be in a condition acceptable to the County. Garments that, through normal use, are determined to be in an unacceptable condition shall be replaced at no cost to the County. Replacement garments may be in a used condition as stated above.

15. REPLACEMENT COST:

A) Garments that are lost or damaged beyond repair by County shall be replaced at County's expense. The cost of replacement shall be based on vendor's quoted replacement cost for each new garment and shall be adjusted downward by 2.78% (1/36) for each month the contract has been in effect.

B) Garments added over the contract term shall carry the same replacement cost as original issue garments regardless of months used. The number of months the contract has been in effect will determine the replacement cost.

16. REPLACEMENT COST FORMULA:

EXAMPLE:

- Contract commencement date: 1/01/2012
- Shirt lost: 06/30/2012
- Vendor replacement cost at beginning of contract: $20.00
- Months garment contract in effect: 6*
- Monthly reduction to initial replacement cost: $20.00 x 2.78% = $0.556
- Total cost reduction: 6 mo x $0.556 = $3.34
- Replacement cost to County: $20.00 - $3.34 = $16.66

* A partial month will be considered a complete month when determining replacement cost.

SERVICE SUMMARY

The following tables indicate an estimation of the County's weekly future service requirements. Bidders are to quote based on weekly usage. Estimates provided to bidders are based on historical data and are not to be interpreted as a guarantee of services to be contracted for. The County guarantees no minimum service requirement.

UNIFORMS

Note: Unit of measure: each

Division	Garment Description	Number Of Employees	Total Garments Per Employee	Total Garments To Be Provided
Facilities:				
	Pants	10	11	110
	Short sleeve shirt	13	11	143
	Long sleeve shirt	6	11	66
	Coverall	11	3	33
	Patches - name only			209
Roads:	Pants	21	11	231
	Short sleeve shirt	15	6	90
	Long sleeve shirt	21	8	168
	Coverall	0	0	0
	Patches - name only			258
Solid Waste:	Pants	15	11	165
	Short sleeve shirt	15	11	165
	Long sleeve shirt	10	11	110
	Coverall	15	3	45
	Patches - name only			275
Fleet:	Pants	7	11	77
	Short sleeve shirt	4	11	44
	Long sleeve shirt	4	11	44
	Coverall	8	3	24
	Patches - name only			88

Total Pants:	**583**
Total Short Sleeve Shirts:	**442**
Total Long Sleeve Shirts:	**388**
Total Coveralls:	**102**
Total Patches:	**830**

Public Works Bid No. PWB 12-01

MATS (to be quoted as weekly usage)

Note: Unit of measure: each

Division	
Facilities:	**Qty.**
3 x 4	33
3 x 5	0
4 x 6	17
3 x 10	11
3 x 10 scraper	9
Coffee	8
Welcome	1
Roads:	
3 x 4	2
3 x 5	2
4 x 6	4
3 x 10	6
3 x 10 scraper	1
Coffee	0
Welcome	0
Solid Waste:	
3 x 4	10
3 x 5	0
4 x 6	0
3 x 10	2
3 x 10 scraper	0
Coffee	0
Welcome	0
Fleet:	
3 x 4	0
3 x 5	0
4 x 6	4
3 x 10	0
3 x 5 scraper	4
3 x 10 scraper	0
Coffee	0
Welcome	0

Total Mats:

3 x 4:	**45**
3 x 5:	**2**
4 x 6:	**25**
3 x 10:	**19**
3 x 5 scraper:	**4**
3 x 10 scraper:	**12**
Coffee:	**8**
Welcome:	**1**

Public Works Bid No. PWB 12-01

SHOP SUPPLIES

Note: Unit of measure: each

Description	Actual Qty.	RFQ QTY. (per week)
Air Fresheners	As Needed	10
Cabinet Towels	As Needed	100
Continuous Roll Towels	As Needed	10
Dusters	As Needed	20
Fender Covers	As Needed	25
Class Towels - Large	As Needed	100
Huck Hand Towels	As Needed	200
Liquid Soap	As Needed	20
Mop - Unframed DBLTRD Red 24"	As Needed	50
Mop - Unframed DBLTRD Red 36"	As Needed	50
Mop -Wet Mop	As Needed	10
Mop Heads	As Needed	10
Mops	As Needed	10
Shop Towels - Red 18"x18"	As Needed	500
Soap Dispensers	As Needed	10
Soil Lockers	As Needed	6
Tissue Compact - white	As Needed	10
Towel Dispensers	As Needed	10

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2021

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE American Insurance Company — 22667 INSURER B: Indemnity Insurance Company of North Amer — 43575 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W20757066 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability X Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			HDO G71447753	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ 5,000 $ 1,000,000 $ Unlimited $ Unlimited
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25305954	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	OCCUR CLAIMS-MADE $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67459568	10/01/2020	10/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability. Self-Insured for Auto Physical Damage.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2018-350

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346)

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346) through June 30, 2021; and authorize the Board of Supervisors Chair to sign the Agreement.

The current three-year contract with ARAMARK is due to expire June 30, 2018. In the interest of maintaining the County's business, ARAMARK has agreed to keep their pricing the same as the current contract. The Public Works Department has been satisfied with the performance levels provided by ARAMARK.

Under the terms of this agreement the County retains the right to cancel this agreement upon issuance of a 30 day termination notice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Other County contracts, including the one with ARAMARK, have been extended based on vendor performance and the Department's recommendation upon Board review and approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action to the Agreement would require and extension of the original agreement while the Department conducted competitive bidding. While competitively bidding a contract is usually in the County's best interest, it is believed that in the last six years since this contract was bid, industry costs have risen and would, therefore, be reflected in bids received. ARAMARK has agreed to hold its pricing from six years ago, the County is assured there will be no rise in the prices currently being paid.

FINANCIAL IMPACT:
There is no financial impact to this action as funds have been appropriated for these purposes.

ATTACHMENTS:
Aramark 18-066 (PDF)

Resolution - Action Requested 2018-350

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 18-350

18-066

AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES WITH ARAMARK

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Aramark a ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $98,346. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Note: Not required if Contractor provides written verification it has no employees.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Aramark
333 N. Sabre Dr.
Fresno, CA. 93727

COUNTY:
Mariposa County Public Works
4639 Ben Hur R d.
Mariposa, CA. 95338
209.966.5356

11. COMPLIANCE

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

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

Funding Source:

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

6/22/18

Aramark

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

6/7/2016

EXHIBIT "A"

COUNTY OF MARIPOSA

Department of Public Works

Uniform Rental, Laundry Supplies & Related Services Bid PWB 12-01

Thank you for allowing ***Aramark Uniform Services*** to bid your account. I will personally guarantee the type of service you have come to expect from this professional rental maintenance company. Prices are as follows:

	Piece Rate	Replacement Rates
Cotton Coveralls	$ 0.35	$ 16.00
Cotton Pants	$ 0.19	$ 10.00
Cotton Shirts	$ 0.18	$ 10.50
D/C Pants	$ 0.15	$ 8.50
D/C Shirts	$ 0.15	$ 7.00
D/C Coveralls	$ 0.30	$ 13.00
Rental Jackets	$ 0.75	$ 35.00
Xtra Suit	$ 1.00	
Special Size	$ 4.00	
Name Tags	$ 1.00	
Prep Charge	$ 0.50	
County Emblems	$ 2.25	
Allied Items		
3x4 Mats	$ 0.45	$ 25.00
Scraper Mats 3x5	$ 0.385	$ 55.00
DynaMat 3x5	$ 0.385	$ 55.00
4x6 Mats	$ 1.15	$ 45.00
3x10 Mats	$ 1.45	$ 55.00
4x 6 Steady Step Mats	$ 1.40	$ 65.00
3x10 Steady Step Mats	$ 1.65	$ 65.00
3 x 5 Coffee Mats	$ 1.00	$ 40.00
3x4 Welcome Mats	$ 0.55	$ 20.00
4x6 Welcome Mats	$ 0.65	$ 40.00
Air Freshener & Dispenser	$ 2.65	N/C
Roll Towel Cabinets	N/C	$ 55.00
Continuous Roll Towels	$ 1.00	$ 10.00
Dusters	$ 0.25	$ 4.50
Fender Covers	$ 0.35	$ 6.00
Glass Towels ~ Large	$ 0.04	$ 0.75
Huck Hand Towels	$ 0.05	$ 0.75
Liquid Soap	$ 2.00	N/A
24" Unframed DBLTRD Red Mops	$ 0.35	$ 9.00
36" Unframed DBLTRD Red Mops	$ 0.45	$ 11.00
Wet Mops	$ 0.65	$ 6.00
Mop Tool	N/C	$ 15.00
Dust Mop Tool	N/C	$ 12.00
Yellow B-grade Bath Towel	$ 0.18	$ 2.50
Red 16x16 Shop Towels	$ 0.03	$ 0.20
White 16x16 shop Towels	$ 0.03	$ 0.20
Soap Dispensers	N/C	$ 18.00
Soil Lockers	N/C	$ 325.00
Tissue Compact ~ White	$ 1.50	N/A
Towel Dispensers	N/C	$ 18.00
Coverall NOC	3.75	

Service Charge 3% Per Invoice

We believe you will find our service everything that it is represented to be, and we look forward to a continued successful business relationship with you

Paul Pinegar
District Manager

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2018

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
Willis of Pennsylvania, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Company of North Ameri	43575
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Aramark Uniform & Career Apparel, LLC
Including WearGuard and Crest Divisions
115 N. First Street
Burbank, CA 91502 USA

COVERAGES **CERTIFICATE NUMBER:** W6523663 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Liquor Liability X Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		HDO G27867340	10/01/2017	10/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ 5,000 $ 1,000,000 $ Unlimited $ Unlimited
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY X Self Insured [X] NON-OWNED AUTOS ONLY for APD	Y		ISA H09060625	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C6441267A	10/01/2017	10/01/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

County, its officers, employees, volunteers, and agents are included as Additional Insureds per policy terms & conditions.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Rd
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Pennsylvania, Inc.	Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502 USA
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of Aramark's negligent act or omission.

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SR ID: 16332766 BATCH: 755682 CERT: W6523663

AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured Aramark Services, Inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H09060625	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

8. **Transfer of Rights of Recovery Against Others to Us.**

If an Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. However, where the Named Insured does not own, operate or control the Insured, this condition will only require a reasonable attempt by the Named Insured to fulfill the condition. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive the right of recovery by reason of any liability incurred under this policy where you are required by an "insured contract" or where requested by the Corporate Risk Management Department of the first Named Insured in writing to waive such right of recovery.

Recovery shall include subrogation, contribution, indemnification and defense.

9. **When We do not Renew**

If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 120 days before the expiration date.

In the event of non-renewal, we will send written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy.

10. **Cancellation**

This policy cannot be canceled except for non-payment of premium. Cancellation means termination of the policy at any time prior to the expiration date, by either party.

In the event of non-payment of premium, this policy may be canceled by us by sending written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy, stating when not less than 15 days thereafter such cancellation shall be effective.

11. **In Rem**

With respect to watercraft, it is agreed that any "occurrence" otherwise covered by the policy resulting in an action "In Rem" by liability of any vessel owned, chartered, maintained or used by the insured shall in all respects be treated in the same manner as though the action resulting there from was "In Personam" against the insured.

SECTION V.
DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses through publishing, broadcasting, telecasting or other means of communication,:

   a. Oral or written publication of material that slanders, defames, disparages or libels a person or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Named Insured			Endorsement Number
Aramark Services, Inc.			10
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H09060825	10/01/2017 to 10/01/2018	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTOMOBILE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS GENERAL LIABILITY POLICY
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

_____
Authorized Representative

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Workers' Compensation and Employers' Liability Policy

Named Insured ARAMARK SERVICES, INC. 1101 MARKET STREET GLOBAL RISK MANAGEMENT, 30TH FLOOR	Endorsement Number Policy Number Symbol: WLR Number: C6441267A
Policy Period 10-01-2017 TO 10-01-2018	Effective Date of Endorsement 10-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in Item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than non payment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA	Not applicable - Paragraph A
NEW JERSEY	Not applicable
WISCONSIN	Not applicable

Authorized Agent

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Aramark Services, Inc.			Endorsement Number 12
Policy Symbol HDO	Policy Number G27887340	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or

2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.

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MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2024-011

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Allocating State of Good Repair (SGR) Funds for Fiscal Year 23/24

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Allocating the State of Good Repair (SGR) Funds for Fiscal Year 23/24.

The Local Transportation Commission (LTC) Annually Allocates State of Good Repair Revenue from Local Transportation Fund 3032 to Transit Fund 6605. This Resolution Formally Approves the Transfer of Funds That Were Previously Budgeted During the Adoption of the Final Budget for Fiscal Year 23/24.

SGR Funds are Provided by the State to the County for the Support of Transit Services. These funds are distributed by formula to Regional Transportation Planning Agencies (RTPA) who then apportion the revenue to support transit vehicle repair and rehabilitation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

LTC has traditionally adopted this resolution to allow for the transfer of funds from Local Transportation SGR to the Transit Fund. Fiscal Year 22/23 was approved on June 20, 2023 (Resolution No. LTC 23-013)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the SGR Funds are not Formally Allocated by the LTC, the Revenue would not be available in the Transit Fund to cover expenditures.

FINANCIAL IMPACT

$28,121 is transferred from SGR Local Transportation Fund 3032 to Transit Fund 6605.

ATTACHMENTS

1. **2023-24 State of Good Repair Program August 2023 estimate**
2. **FY 2023-24 LTC Resolution - SGR**

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

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

August 1, 2023

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2023-24 State of Good Repair Program Allocation Revised Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for Fiscal Year (FY) 2023-24 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2023.

According to the FY 2023-24 enacted California Budget, the estimated amount of SGR program funds budgeted is $125,619,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates the first quarter's allocation will be paid by November 30, 2023. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at MSilvera@sco.ca.gov with any questions, or for additional information about this schedule.

Information for the SGR program can be found on the DOT website at: https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair.

Sincerely,

Melma Dizon

Digitally signed by Melma Dizon
Date: 2023.08.01 16:46:45 -07'00'

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT SUMMARY
AUGUST 1, 2023

Regional Entity	Estimated Available 2023-24 Amount Based on PUC 99313 Allocation	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation	Total Estimated Available 2023-24 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	$ 12,175,989	$ 33,656,207	$ 45,832,196
Sacramento Area Council of Governments	3,185,558	1,088,531	4,274,089
San Diego Association of Governments	1,542,401	374,138	1,916,539
San Diego Metropolitan Transit System	3,731,622	1,540,395	5,272,017
Tahoe Regional Planning Agency	174,001	9,925	183,926
Alpine County Transportation Commission	1,910	142	2,052
Amador County Transportation Commission	64,256	2,250	66,506
Butte County Association of Governments	331,614	17,906	349,520
Calaveras County Local Transportation Commission	72,406	876	73,282
Colusa County Local Transportation Commission	35,116	1,553	36,669
Del Norte County Local Transportation Commission	42,903	2,255	45,158
El Dorado County Local Transportation Commission	280,335	19,079	299,414
Fresno County Council of Governments	1,631,520	293,698	1,925,218
Glenn County Local Transportation Commission	46,189	1,313	47,502
Humboldt County Association of Governments	216,214	36,127	252,341
Imperial County Transportation Commission	289,490	27,380	316,870
Inyo County Local Transportation Commission	30,479	0	30,479
Kern Council of Governments	1,463,733	89,244	1,552,977
Kings County Association of Governments	243,588	9,763	253,351
Lake County/City Council of Governments	107,747	5,500	113,247
Lassen County Local Transportation Commission	45,607	2,060	47,667
Los Angeles County Metropolitan Transportation Authority	15,744,557	20,805,524	36,550,081
Madera County Local Transportation Commission	255,088	8,397	263,485
Mariposa County Local Transportation Commission	27,316	805	28,121
Mendocino Council of Governments	143,819	10,560	154,379
Merced County Association of Governments	460,241	21,876	482,117
Modoc County Local Transportation Commission	13,754	1,187	14,941
Mono County Local Transportation Commission	21,220	31,140	52,360
Transportation Agency for Monterey County	694,172	216,525	910,697
Nevada County Local Transportation Commission	162,459	7,631	170,090
Orange County Transportation Authority	5,060,158	1,817,022	6,877,180
Placer County Transportation Planning Agency	512,336	72,859	585,195
Plumas County Local Transportation Commission	30,640	4,708	35,348
Riverside County Transportation Commission	3,934,416	639,372	4,573,788
Council of San Benito County Governments	105,917	1,669	107,586
San Bernardino County Transportation Authority	3,519,595	741,501	4,261,096
San Joaquin Council of Governments	1,268,030	284,555	1,552,585
San Luis Obispo Area Council of Governments	448,968	30,931	479,899
Santa Barbara County Association of Governments (SBCAG)	710,606	180,009	890,615
Santa Cruz County Transportation Commission	422,681	384,650	807,331
Shasta Regional Transportation Agency	289,425	14,972	304,397
Sierra County Local Transportation Commission	5,150	197	5,347
Siskiyou County Local Transportation Commission	70,242	2,992	73,234
Stanislaus Council of Governments	880,584	50,036	930,620
Tehama County Transportation Commission	103,667	2,146	105,813
Trinity County Transportation Commission	25,709	840	26,549
Tulare County Association of Governments	766,265	80,584	846,849
Tuolumne County Transportation Council	88,052	2,241	90,293
Ventura County Transportation Commission	1,331,755	216,229	1,547,984
State Totals	$ 62,809,500	$ 62,809,500	$ 125,619,000

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 49,125
Santa Clara Valley Transportation Authority	NA	28,342
San Joaquin Regional Rail Commission	NA	158,713
Regional Entity Totals	0	236,180
	0	(236,180)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	22,410,151
Central Contra Costa Transit Authority	12,684,408	139,859
City of Dixon	123,850	1,366
Eastern Contra Costa Transit Authority	6,132,724	67,620
City of Fairfield	2,250,751	24,817
Golden Gate Bridge Highway and Transportation District	138,827,667	1,530,726
Livermore-Amador Valley Transit Authority	6,084,421	67,087
Marin County Transit District	23,726,064	261,606
Napa Valley Transportation Authority	1,722,522	18,993
Peninsula Corridor Joint Powers Board	144,681,126	1,595,267
City of Petaluma	739,065	8,149
City of Rio Vista	39,373	434
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	435,002
San Mateo County Transit District	145,105,738	1,599,949
Santa Clara Valley Transportation Authority	439,800,215	4,849,277
City of Santa Rosa	2,483,478	27,383
Solano County Transit	5,290,076	58,329
County of Sonoma	3,459,517	38,145
Sonoma-Marin Area Rail Transit District	29,993,581	330,712
City of Union City	1,879,467	20,723
City of Vacaville	402,817	4,441
Western Contra Costa Transit Authority	8,044,931	88,704
Regional Entity Subtotals	3,045,389,776	33,578,740
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	49,125
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	28,342
Regional Entity Totals	3,045,389,776	33,656,207
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	32,611
County of Sacramento	1,189,071	13,111
Sacramento Regional Transit System	88,543,261	976,285
Yolo County Transportation District	4,689,895	51,711
Yuba Sutter Transit Authority	1,343,449	14,813
Regional Entity Totals	98,723,306	1,088,531
San Diego Association of Governments		
North County Transit District	33,932,036	374,138
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	374,426
San Diego Transit Corporation	62,951,421	694,108
San Diego Trolley, Inc.	42,794,978	471,861
Regional Entity Totals	139,704,540	1,540,395

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,308,985
Orange County Transportation Authority	NA	574,836
Riverside County Transportation Commission	NA	292,511
San Bernardino County Transportation Authority	NA	295,384
Ventura County Transportation Commission	NA	139,987
Regional Entity Totals	0	2,611,703
	0	(2,611,703)
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	9,925
Alpine County Transportation Commission		
County of Alpine	12,816	142
Amador County Transportation Commission		
Amador Transit	204,076	2,250
Butte County Association of Governments		
Butte Regional Transit	1,601,714	17,661
City of Gridley - Specialized Service	22,232	245
Regional Entity Totals	1,623,946	17,906
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	876
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,553
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,255
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	19,079
Fresno County Council of Governments		
City of Clovis	1,770,328	19,520
City of Fresno	22,991,076	253,502
Fresno County Rural Transit Agency	1,875,194	20,676
Regional Entity Totals	26,636,598	293,698
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,313
Humboldt County Association of Governments		
City of Arcata	213,054	2,349
Humboldt Transit Authority	3,063,481	33,778
Regional Entity Totals	3,276,535	36,127
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	27,147
Quechan Indian Tribe	21,107	233
Regional Entity Totals	2,483,135	27,380

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	685
City of California City	25,760	284
City of Delano	279,451	3,081
Golden Empire Transit District	5,882,508	64,861
County of Kern	1,194,767	13,174
City of McFarland	12,106	134
City of Ridgecrest	159,250	1,756
City of Shafter	57,568	635
City of Taft	360,169	3,971
City of Tehachapi	28,252	312
City of Wasco	31,839	351
Regional Entity Totals	8,093,822	89,244
Kings County Association of Governments		
City of Corcoran	122,620	1,352
Kings County Area Public Transit Agency	762,823	8,411
Regional Entity Totals	885,443	9,763
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,500
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	2,060
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	224,126
City of Arcadia	1,607,131	17,720
City of Burbank	3,769,842	41,567
City of Claremont	456,234	5,030
City of Commerce	4,235,696	46,703
City of Culver City	15,278,536	168,463
Foothill Transit	67,815,955	747,745
City of Gardena	13,772,242	151,854
City of Glendale	8,225,171	90,691
City of La Mirada	874,670	9,644
Long Beach Public Transportation Company	60,542,189	667,544
City of Los Angeles	98,801,791	1,089,397
County of Los Angeles	6,316,927	69,651
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	14,689,765
City of Montebello	20,096,742	221,588
City of Norwalk	9,188,277	101,311
City of Pasadena	7,704,457	84,950
City of Redondo Beach	2,905,619	32,038
City of Santa Clarita	26,010,198	286,791
City of Santa Monica	47,544,183	524,226
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	225,735
Regional Entity Subtotals	2,005,084,609	19,496,539
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,308,985
Regional Entity Totals	2,005,084,609	20,805,524

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,783
City of Madera	169,785	1,872
County of Madera	67,286	742
Regional Entity Totals	761,547	8,397
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	805
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	10,560
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	11,303
Yosemite Area Regional Transportation System (YARTS)	958,913	10,573
Regional Entity Totals	1,984,038	21,876
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,187
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	31,140
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	216,525
Nevada County Local Transportation Commission		
County of Nevada	369,077	4,069
City of Truckee	323,083	3,562
Regional Entity Totals	692,160	7,631
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	21,063
Orange County Transportation Authority	110,748,483	1,221,123
Regional Entity Subtotals	112,658,754	1,242,186
Orange County Transportation Authority - Corresponding to SCRRA***	NA	574,836
Regional Entity Totals	112,658,754	1,817,022
Placer County Transportation Planning Agency		
City of Auburn	21,830	241
County of Placer	5,410,141	59,653
City of Roseville	1,175,827	12,965
Regional Entity Totals	6,607,798	72,859
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,824
County Service Area 12 - Specialized Service	80,198	884
Regional Entity Totals	427,027	4,708

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Riverside County Transportation Commission		
City of Banning	208,349	2,297
City of Beaumont	318,557	3,512
City of Corona	426,555	4,703
Palo Verde Valley Transit Agency	175,762	1,938
City of Riverside - Specialized Service	493,635	5,443
Riverside Transit Agency	18,329,390	202,101
Sunline Transit Agency	11,506,078	126,867
Regional Entity Subtotals	31,458,326	346,861
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	292,511
Regional Entity Totals	31,458,326	639,372
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,669
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	11,332
Mountain Area Regional Transit Authority	564,732	6,227
City of Needles	58,190	642
Omnitrans	34,279,207	377,966
Victor Valley Transit Authority	4,530,204	49,950
Regional Entity Subtotals	40,460,120	446,117
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	295,384
Regional Entity Totals	40,460,120	741,501
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	572
City of Lodi	887,825	9,789
City of Manteca	77,826	858
City of Ripon	44,345	489
San Joaquin Regional Transit District	10,156,807	111,990
City of Tracy	194,489	2,144
Regional Entity Subtotals	32,833,335	125,842
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	158,713
Regional Entity Totals	32,833,335	284,555
San Luis Obispo Area Council of Governments		
City of Atascadero	37,783	417
City of Morro Bay	42,401	468
City of San Luis Obispo Transit	821,105	9,054
San Luis Obispo Regional Transit Authority	1,903,882	20,992
Regional Entity Totals	2,805,171	30,931

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2023-24 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
AUGUST 1, 2023

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2023-24 Amount Based on PUC 99314 Allocation
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	767
City of Lompoc	136,501	1,505
County of Santa Barbara	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	17,867
Santa Barbara Metropolitan Transit District	13,488,703	148,728
City of Santa Maria	906,214	9,992
City of Solvang	104,313	1,150
Regional Entity Totals	16,325,709	180,009
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	384,650
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	14,972
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	197
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	2,992
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	46,798
City of Turlock	293,666	3,238
Regional Entity Totals	4,538,011	50,036
Tehama County Transportation Commission		
County of Tehama	194,589	2,146
Trinity County Transportation Commission		
County of Trinity	76,212	840
Tulare County Association of Governments		
City of Porterville	846,792	9,337
City of Tulare	589,094	6,495
County of Tulare	1,191,032	13,132
Tulare County Regional Transit Agency	290,035	3,199
City of Visalia	4,391,535	48,421
Regional Entity Totals	7,308,488	80,584
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	2,241
Ventura County Transportation Commission		
City of Camarillo	751,079	8,281
Gold Coast Transit District	4,272,461	47,109
City of Moorpark	299,991	3,308
City of Simi Valley	1,167,392	12,872
City of Thousand Oaks	423,749	4,672
Regional Entity Subtotals	6,914,672	76,242
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	139,987
Regional Entity Totals	6,914,672	216,229
STATE TOTALS	$ 5,696,443,829	$ 62,809,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2024-____

A Resolution allocating State Transit Assistance Funds for Fiscal Year 2023-2024

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, under regulation in the California Administrative Code authorized by Title 21, Section 6753, the Commission is authorized to accept claims against and make allocations from the LTC State Transit Assistance Fund; and

WHEREAS, the LTC has received a claim from the Mariposa County Board of Supervisors for the purposes as defined in Title 21, Sections 6730 and 6731.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Local Transportation Commission does hereby allocate the available State of Good Repair funds to the Mariposa County Transit System for Operating Expenses in the amount of $28,121.

BE IT FURTHER RESOLVED that the following findings are made by this Commission in accordance with Section 6754:

1. The proposed expenditure plan is in conformity with the Regional Transportation Plan.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of Public Utilities Code Division 10, Part 11, Chapter 4, Article 4, Section 99268.2, 99268.3, 99268.4, 99268.5 and 99268.9, as they may be applicable to the claimant.
3. The claimant is making full use of federal funds available under the Federal Transit Administration (formerly UTMA, 1964).
4. The sum of the claimant's allocations from the State of Good Repair fund and from the Local Transportation Fund does not exceed the amount eligible to be received during the fiscal year.
5. The service provided by the transit system funded with State Transit Assistance Funds, meets the high priority public transportation needs of the region.
6. Priority consideration has been given to claims to offset reductions in federal operating assistance and unanticipated increases in the cost of fuel, and to enhance existing public transportation services.
7. The operator will make a responsible effort to continue productivity improvements recommended pursuant to Public Utilities Code (PUC), Division 10, Part 11, Chapter 4, Article 3, Section 99244.

8. The operator is not precluded in any contract entered into on or after June 28, 1979, from employing part-time drivers from contracting with common carriers of persons operating under a franchise or license.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 13th day of August, 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2024-012

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Approving State of Good Repair (SGR) Project List for FY 24/25

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving State of Good Repair (SGR) Project List for FY 24/25.

Mariposa County has been notified that their estimated share of the State of Good Repair (SGR) Funds for FY 24/25 is $28,964. Our FY 24/25 Proposed Project List is "Repair and Rehabilitation of Mariposa County Transit Vehicles."

Caltrans has notified the Mariposa County Local Transportation Commission (MCLTC) that it is an eligible project sponsor and may receive SGR funding quarterly pursuant to sections of Public Utility Codes 99313 and 99314, from the SGR account for Transit Projects now or in the future. The Road Recovery and Accountability Act of 2017, Senate Bill (SB) 1 was signed by California's State Governor on April 28, 2017.

This program provides funding of approximately $125 million annually to the State of Good Repair Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects. This opportunity has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor for Mariposa County Transit.

BACKGROUND AND HISTORY OF BOARD ACTIONS

MCLTC previously adopted the FY 23/24 SGR Project List with Resolution No. LTC 2023-19 on August 15, 2023

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in foregoing SGR Funds for Mariposa County Transit.

FINANCIAL IMPACT

ATTACHMENTS

1. **1 - 2024-25 State of Good Repair Estimate-January24**
2. **FY 2024-25 SB 1 SGR Resolution**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

January 31, 2024

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2024-25 State of Good Repair Program Allocation Preliminary Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for Fiscal Year (FY) 2024-25 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2023.

According to the FY 2024-25 proposed California Budget, the estimated amount of SGR program funds budgeted is $129,388,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates the first quarter's allocation will be paid by November 30, 2024. Please refer to the schedule for the amounts that relate to your agency.
Please contact Mike Silvera by telephone at (916) 323-0704 or email at MSilvera@sco.ca.gov with any questions, or for additional information.

Local Government Programs and Services Division
MAILING ADDRESS: P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 740, Sacramento, CA 95816

Information for the SGR program can be found on the California Department of Transportation website at: https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair.

Sincerely,

Melma Dizon Digitally signed by Melma Dizon
Date: 2024.01.31 16:13:39 -08'00'

MELMA DIZON
Manager, Local Apportionments Section

Enclosure

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 31, 2024

Regional Entity	Estimated Available 2024-25 Amount Based on PUC 99313 Allocation	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation	Total Estimated Available 2024-25 Amount Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	$ 12,541,311	$ 34,666,010	$ 47,207,321
Sacramento Area Council of Governments	3,281,136	1,121,192	4,402,328
San Diego Association of Governments	1,588,679	385,363	1,974,042
San Diego Metropolitan Transit System	3,843,583	1,586,613	5,430,196
Tahoe Regional Planning Agency	179,222	10,223	189,445
Alpine County Transportation Commission	1,967	146	2,113
Amador County Transportation Commission	66,184	2,318	68,502
Butte County Association of Governments	341,564	18,443	360,007
Calaveras County Local Transportation Commission	74,579	902	75,481
Colusa County Local Transportation Commission	36,170	1,600	37,770
Del Norte County Local Transportation Commission	44,191	2,323	46,514
El Dorado County Local Transportation Commission	288,746	19,652	308,398
Fresno County Council of Governments	1,680,471	302,509	1,982,980
Glenn County Local Transportation Commission	47,575	1,352	48,927
Humboldt County Association of Governments	222,701	37,212	259,913
Imperial County Transportation Commission	298,175	28,201	326,376
Inyo County Local Transportation Commission	31,393	0	31,393
Kern Council of Governments	1,507,650	91,922	1,599,572
Kings County Association of Governments	250,896	10,056	260,952
Lake County/City Council of Governments	110,979	5,665	116,644
Lassen County Local Transportation Commission	46,975	2,122	49,097
Los Angeles County Metropolitan Transportation Authority	16,216,948	21,429,760	37,646,708
Madera County Local Transportation Commission	262,742	8,648	271,390
Mariposa County Local Transportation Commission	28,135	829	28,964
Mendocino Council of Governments	148,134	10,876	159,010
Merced County Association of Governments	474,049	22,532	496,581
Modoc County Local Transportation Commission	14,166	1,223	15,389
Mono County Local Transportation Commission	21,857	32,074	53,931
Transportation Agency for Monterey County	714,999	223,021	938,020
Nevada County Local Transportation Commission	167,333	7,861	175,194
Orange County Transportation Authority	5,211,980	1,871,539	7,083,519
Placer County Transportation Planning Agency	527,708	75,044	602,752
Plumas County Local Transportation Commission	31,559	4,850	36,409
Riverside County Transportation Commission	4,052,462	658,555	4,711,017
Council of San Benito County Governments	109,095	1,719	110,814
San Bernardino County Transportation Authority	3,625,195	763,748	4,388,943
San Joaquin Council of Governments	1,306,075	293,095	1,599,170
San Luis Obispo Area Council of Governments	462,438	31,858	494,296
Santa Barbara County Association of Governments (SBCAG)	731,927	185,410	917,337
Santa Cruz County Transportation Commission	435,363	396,191	831,554
Shasta Regional Transportation Agency	298,109	15,421	313,530
Sierra County Local Transportation Commission	5,305	202	5,507
Siskiyou County Local Transportation Commission	72,349	3,081	75,430
Stanislaus Council of Governments	907,005	51,538	958,543
Tehama County Transportation Commission	106,778	2,210	108,988
Trinity County Transportation Commission	26,481	866	27,347
Tulare County Association of Governments	789,255	83,001	872,256
Tuolumne County Transportation Council	90,694	2,308	93,002
Ventura County Transportation Commission	1,371,712	222,716	1,594,428
State Totals	$ 64,694,000	$ 64,694,000	$ 129,388,000

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 50,600
Santa Clara Valley Transportation Authority	NA	29,192
San Joaquin Regional Rail Commission	NA	163,475
Regional Entity Totals	0	243,267
	0	(243,267)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	23,082,531
Central Contra Costa Transit Authority	12,684,408	144,056
City of Dixon	123,850	1,407
Eastern Contra Costa Transit Authority	6,132,724	69,649
City of Fairfield	2,250,751	25,562
Golden Gate Bridge Highway and Transportation District	138,827,667	1,576,653
Livermore-Amador Valley Transit Authority	6,084,421	69,100
Marin County Transit District	23,726,064	269,455
Napa Valley Transportation Authority	1,722,522	19,563
Peninsula Corridor Joint Powers Board	144,681,126	1,643,131
City of Petaluma	739,065	8,393
City of Rio Vista	39,373	447
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	448,054
San Mateo County Transit District	145,105,738	1,647,953
Santa Clara Valley Transportation Authority	439,800,215	4,994,771
City of Santa Rosa	2,483,478	28,205
Solano County Transit	5,290,076	60,079
County of Sonoma	3,459,517	39,289
Sonoma-Marin Area Rail Transit District	29,993,581	340,634
City of Union City	1,879,467	21,345
City of Vacaville	402,817	4,575
Western Contra Costa Transit Authority	8,044,931	91,366
Regional Entity Subtotals	3,045,389,776	34,586,218
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	50,600
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	29,192
Regional Entity Totals	3,045,389,776	34,666,010
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	33,590
County of Sacramento	1,189,071	13,504
Sacramento Regional Transit System	88,543,261	1,005,578
Yolo County Transportation District	4,689,895	53,263
Yuba Sutter Transit Authority	1,343,449	15,257
Regional Entity Totals	98,723,306	1,121,192
San Diego Association of Governments		
North County Transit District	33,932,036	385,363
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	385,660
San Diego Transit Corporation	62,951,421	714,934
San Diego Trolley, Inc.	42,794,978	486,019
Regional Entity Totals	139,704,540	1,586,613

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,348,260
Orange County Transportation Authority	NA	592,083
Riverside County Transportation Commission	NA	301,287
San Bernardino County Transportation Authority	NA	304,246
Ventura County Transportation Commission	NA	144,187
Regional Entity Totals	0	2,690,063
	0	(2,690,063)
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	10,223
Alpine County Transportation Commission		
County of Alpine	12,816	146
Amador County Transportation Commission		
Amador Transit	204,076	2,318
Butte County Association of Governments		
Butte Regional Transit	1,601,714	18,191
City of Gridley - Specialized Service	22,232	252
Regional Entity Totals	1,623,946	18,443
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	902
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,600
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,323
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	19,652
Fresno County Council of Governments		
City of Clovis	1,770,328	20,105
City of Fresno	22,991,076	261,108
Fresno County Rural Transit Agency	1,875,194	21,296
Regional Entity Totals	26,636,598	302,509
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,352
Humboldt County Association of Governments		
City of Arcata	213,054	2,420
Humboldt Transit Authority	3,063,481	34,792
Regional Entity Totals	3,276,535	37,212
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	27,961
Quechan Indian Tribe	21,107	240
Regional Entity Totals	2,483,135	28,201

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	706
City of California City	25,760	293
City of Delano	279,451	3,174
Golden Empire Transit District	5,882,508	66,807
County of Kern	1,194,767	13,569
City of McFarland	12,106	137
City of Ridgecrest	159,250	1,809
City of Shafter	57,568	654
City of Taft	360,169	4,090
City of Tehachapi	28,252	321
City of Wasco	31,839	362
Regional Entity Totals	8,093,822	91,922
Kings County Association of Governments		
City of Corcoran	122,620	1,393
Kings County Area Public Transit Agency	762,823	8,663
Regional Entity Totals	885,443	10,056
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,665
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	2,122
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	230,850
City of Arcadia	1,607,131	18,252
City of Burbank	3,769,842	42,814
City of Claremont	456,234	5,181
City of Commerce	4,235,696	48,104
City of Culver City	15,278,536	173,517
Foothill Transit	67,815,955	770,180
City of Gardena	13,772,242	156,410
City of Glendale	8,225,171	93,413
City of La Mirada	874,670	9,934
Long Beach Public Transportation Company	60,542,189	687,572
City of Los Angeles	98,801,791	1,122,083
County of Los Angeles	6,316,927	71,741
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	15,130,507
City of Montebello	20,096,742	228,237
City of Norwalk	9,188,277	104,350
City of Pasadena	7,704,457	87,499
City of Redondo Beach	2,905,619	32,999
City of Santa Clarita	26,010,198	295,395
City of Santa Monica	47,544,183	539,955
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	232,507
Regional Entity Subtotals	2,005,084,609	20,081,500
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,348,260
Regional Entity Totals	2,005,084,609	21,429,760

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,956
City of Madera	169,785	1,928
County of Madera	67,286	764
Regional Entity Totals	761,547	8,648
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	829
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	10,876
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	11,642
Yosemite Area Regional Transportation System (YARTS)	958,913	10,890
Regional Entity Totals	1,984,038	22,532
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,223
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	32,074
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	223,021
Nevada County Local Transportation Commission		
County of Nevada	369,077	4,192
City of Truckee	323,083	3,669
Regional Entity Totals	692,160	7,861
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	21,695
Orange County Transportation Authority	110,748,483	1,257,761
Regional Entity Subtotals	112,658,754	1,279,456
Orange County Transportation Authority - Corresponding to SCRRA***	NA	592,083
Regional Entity Totals	112,658,754	1,871,539
Placer County Transportation Planning Agency		
City of Auburn	21,830	248
County of Placer	5,410,141	61,442
City of Roseville	1,175,827	13,354
Regional Entity Totals	6,607,798	75,044
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,939
County Service Area 12 - Specialized Service	80,198	911
Regional Entity Totals	427,027	4,850

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Riverside County Transportation Commission		
City of Banning	208,349	2,366
City of Beaumont	318,557	3,618
City of Corona	426,555	4,844
Palo Verde Valley Transit Agency	175,762	1,996
City of Riverside - Specialized Service	493,635	5,606
Riverside Transit Agency	18,329,390	208,165
Sunline Transit Agency	11,506,078	130,673
Regional Entity Subtotals	31,458,326	357,268
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	301,287
Regional Entity Totals	31,458,326	658,555
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,719
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	11,672
Mountain Area Regional Transit Authority	564,732	6,414
City of Needles	58,190	661
Omnitrans	34,279,207	389,306
Victor Valley Transit Authority	4,530,204	51,449
Regional Entity Subtotals	40,460,120	459,502
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	304,246
Regional Entity Totals	40,460,120	763,748
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	590
City of Lodi	887,825	10,083
City of Manteca	77,826	884
City of Ripon	44,345	504
San Joaquin Regional Transit District	10,156,807	115,350
City of Tracy	194,489	2,209
Regional Entity Subtotals	32,833,335	129,620
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	163,475
Regional Entity Totals	32,833,335	293,095
San Luis Obispo Area Council of Governments		
City of Atascadero	37,783	429
City of Morro Bay	42,401	482
City of San Luis Obispo Transit	821,105	9,325
San Luis Obispo Regional Transit Authority	1,903,882	21,622
Regional Entity Totals	2,805,171	31,858

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2024-25 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2024

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2024-25 Amount Based on PUC 99314 Allocation
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	790
City of Lompoc	136,501	1,550
County of Santa Barbara	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	18,403
Santa Barbara Metropolitan Transit District	13,488,703	153,190
City of Santa Maria	906,214	10,292
City of Solvang	104,313	1,185
Regional Entity Totals	16,325,709	185,410
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	396,191
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	15,421
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	202
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	3,081
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	48,203
City of Turlock	293,666	3,335
Regional Entity Totals	4,538,011	51,538
Tehama County Transportation Commission		
County of Tehama	194,589	2,210
Trinity County Transportation Commission		
County of Trinity	76,212	866
Tulare County Association of Governments		
City of Porterville	846,792	9,617
City of Tulare	589,094	6,690
County of Tulare	1,191,032	13,526
Tulare County Regional Transit Agency	290,035	3,294
City of Visalia	4,391,535	49,874
Regional Entity Totals	7,308,488	83,001
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	2,308
Ventura County Transportation Commission		
City of Camarillo	751,079	8,530
Gold Coast Transit District	4,272,461	48,522
City of Moorpark	299,991	3,407
City of Simi Valley	1,167,392	13,258
City of Thousand Oaks	423,749	4,812
Regional Entity Subtotals	6,914,672	78,529
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	144,187
Regional Entity Totals	6,914,672	222,716
STATE TOTALS	$ 5,696,443,829	$ 64,694,000

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 24-____

APPROVING THE PROJECT LIST FOR FY 2024-25
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, the Mariposa County Local Transportation Commission (MCLTC) is an eligible project sponsor and may receive State of Good Repair (SGR) Funding now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2018) named the Mariposa County Local Transportation Commission as the administrative agency for the SGR; and

WHEREAS, the MCLTC has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor Mariposa County Transit; and

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these documents and any Amendments thereto the Director of Public Works & Transportation.

NOW THEREFORE BE IT RESOLVED, by the Commissioners of the Mariposa County Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Director of Public Works & Transportation be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 13th day of August 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Recognize Mariposa County Employees Who Have Completed the California State Association of Counties (CSAC) Institute's Executive Training Program and Present Them With Their Executive Credential Certificate

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RECOMMENDATION AND JUSTIFICATION

Recognize Mariposa County Employees Who Have Completed the California State Association of Counties (CSAC) Institute's Executive Training Program and Present Them With Their Executive Credential Certificate.

In response to employee requests for professional development training, Mariposa County contracted with the California Counties Foundation to provide a 10-part series of executive training sessions through the California State Association of Counties (CSAC) Institute. The training was hosted in Mariposa from February through June of 2024, with the series of one-day classes offered to a cohort of 40 Mariposa County employees representing various departments. Other County employees also were able to attend selected sessions, and all participants were given the opportunity to make up any missed sessions with CSAC courses offered online or at out-of-County training locations.

Paul Danczyk, California Counties Foundation's Chief Operating Officer (COO), will give remarks about the CSAC Institute Program, present executive credential certificates to those who have completed the entire training series, and take a group graduation photo with graduates and the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the Memorandum of Understanding (MOU) with the California Counties Foundation regarding this training through Resolution 23-653 on December 19, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not formally recognize the participants' significant training accomplishments.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Mariposa One-Page Flier**

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

Mariposa County 2024

THE WILLIAM "BILL" CHIAT INSTITUTE FOR EXCELLENCE IN COUNTY GOVERNMENT

The California State Association of Counties (CSAC) William "Bill" Chiat Institute for Excellence in County Government is an award-winning professional development program for senior county administrators and elected officials. The Institute expands the capacity and capability of county leaders to provide extraordinary service to their communities. Established in 2008, the Institute is part of the California Counties Foundation, Inc., a subsidiary of CSAC, with a network of over 6,000 past participants.

We are excited to partner with Mariposa County to offer this year's 10-session program. Upon successful completion, participants will receive the coveted CSAC Executive Credential. All sessions are from 10 a.m. – 4 p.m. Lunch is included.

February 22, 2024	Leadership Fundamentals and Public Service Values Paul Danczyk
March 7, 2024	State Budgeting Diane Cummins
March 21, 2024	Strategic Planning Rich Callahan
April 11, 2024	Change Leadership BJ Snowden
April 25, 2024	Data-Driven Decision Making Deb Hunt
May 2, 2024	Talent Development and Succession Planning Donna Vaillancourt
May 16, 2024	Recruitment Strategies Regina Romeo
May 30, 2024	Self-Care Rueben Brock
June 13, 2024	Emotional Intelligence Part 1 John Dare
June 14, 2024	Emotional Intelligence Part 2 John Dare

Location: 5100 Bullion Street, Mariposa, CA 95338

Advance registration required. Contact county HR office for information.

csacinstitute.org

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-355

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Closeout of the Community Development Block Grant (CDBG) Hotel and Conference Center Feasibility Study with Agreement #21-CDBG-ED-10005; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

---

RECOMMENDATION AND JUSTIFICATION

Approve the Closeout of the Community Development Block Grant (CDBG) Hotel and Conference Center Feasibility Study with Agreement #21-CDBG-ED-10005; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents.

The County of Mariposa was awarded a $40,000 Community Development Block Grant (CDBG) to complete a hotel and conference center feasibility study. The County awarded a contract to PFK Hospitality to prepare the study. A draft was presented at the March 19, 2024 Board of Supervisors meeting, and the study was adopted and approved at the April 16, 2024 meeting. The Study, which involved interviewing industry experts and reviewing visitation data, offers recommendations and conclusions related to the development of a future hotel and conference center in Mariposa County. The funding for the Hotel & Conference Center Feasibility Study was from CA Housing and Community Development (HCD). In order to closeout the grant, a public hearing is required by CA HCD.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 16, 2024 - RES-2024-154 - The Board of Supervisors approved and adopted the Hotel & Conference Center Feasibility Study.

March 19, 2024 - The Board of Supervisors received a presentation of the draft Hotel & Conference Center Feasibility Study and directed staff to bring the Study back for approval on the consent agenda.

February 1, 2022 - RES-2022-68 - The Board of Supervisors adopted a resolution approving an application for funding for a Hotel & Conference Center Feasibility Study and authorizing the Board of Supervisors Chair to sign the grant agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this grant is not closed, it could have negative implications for future CDBG applications and proposals.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. 1 - CDBG Combined Closeout Package

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

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	21-CDBG-ED-10005

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [ ] Acquired Property Inventory
- [x] Disencumbrance of Funds Acknowledgement/Request
- [x] Completion Report Acknowledgement
  - Completion Report uploaded or attached
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- [ ] Section 3 Qualitative Efforts (complete only if applicable)
- [x] Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- [ ] If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 21-CDBG-ED-10005 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee:	**Award/Contract Number:**
Contract/Project Name:	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
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								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☐ Yes

☑ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $_____

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Miles Menetrey, hereby certify that on the 31 day of July (month), 2024 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following 4 (number) locations listed below, which are available to the public. These postings will be available from 7/31/2024 (date) to 8/13/2024 (date).

Location 1:	Mariposa Gazette
Location 2:	Mariposa County Website
Location 3:	Planning Department Display Case
Location 4:	Mariposa County Development Services (Facebook)
Location 5:	

I, (name) Will Fassett, Clerk of Mariposa County (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at Mariposa (location), California, this 13 (date) day of August (month), 20 24.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Community Design & Development Planner

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
8/13/2024	Name: Miles Menetrey Title Board of Supervisors (Chair)	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-356

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Closeout of the Community Development Block Grant (CDBG) Microenterprise Program with Agreement #20-CDBG-12038; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

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RECOMMENDATION AND JUSTIFICATION

Approve the Closeout of the Community Development Block Grant (CDBG) Microenterprise Program with Agreement #20-CDBG-12038; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents.

The Microenterprise Program provided loans or grants to 13 local businesses. The awards assisted Mariposa-based businesses with five or fewer employees to build their capacity. Through the Program, $10,000 grants were awarded to Okie Dokie, Joyful Owl, Diamond Barbershop, Solid Gold Resource Center, Mariposa Wellness Clinic, Sierra Sown, Irma's Itty Bitties, Yosemite E-Biking, Rose Fluharty Nutrition LLC, Mountain Muse LLC, and Yosemite Aerials. Low-interest $50,000 loans were provided to Mountain Meadow Farms and Lemon Drop.

Local businesses submitted tax information, business plans, and more to qualify. Each award was reviewed and approved by the Board of Supervisors. In accordance with the grant budget, $210,000 was awarded to micorenterprise businesses in grants and loans and $39,972 supported Valley Small Business Development Corporation (VSBDC) staff and County staff in administering the Program. The funding for these awards comes from CA Housing and Community Development (HCD) through a Community Development Block Grant (CDBG). In order to closeout the grant, a public hearing is required by CA HCD.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 19, 2020 - RES-2020-255 - The Board of Supervisors adopted a resolution approving an application for funding and authorizing the Board of Supervisors Chair to sign the grant agreement for CDBG programs in the 2019-20 Funding Year, including the Microenterprise Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this program is not closed, it could have negative implications for future CDBG applications and proposals.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. 2 - CDBG Combined Closeout Package

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

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-12038

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [ ] Acquired Property Inventory
- [x] Disencumbrance of Funds Acknowledgement/Request
- [x] Completion Report Acknowledgement
  - Completion Report uploaded or attached
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- [ ] Section 3 Qualitative Efforts (complete only if applicable)
- [x] Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- [ ] If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-12038 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee:	**Award/Contract Number:**
Contract/Project Name:	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
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								%
								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☑ Yes

☐ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $ 28.00

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Miles Menetrey, hereby certify that on the 31 day of July (month), 2024 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following 4 (number) locations listed below, which are available to the public. These postings will be available from 7/31/2024 (date) to 8/13/2024 (date).

Location 1:	Mariposa Gazette
Location 2:	Mariposa County Website
Location 3:	Planning Department Display Case
Location 4:	Mariposa County Development Services (Facebook)
Location 5:	

I, (name) Will Fassett, Clerk of Mariposa County (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at Mariposa (location), California, this 13 (date) day of August (month), 2024.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Community Design & Development Planner

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
8/13/2024	Name: Miles Menetrey Title Board of Supervisors (Chair)	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-357

MEETING:	August 13, 2024
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Approve the Closeout of the Community Development Block Grant (CDBG) Business Assistance Program with Agreement #20-CDBG-12039; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

RECOMMENDATION AND JUSTIFICATION

Approve the Closeout of the Community Development Block Grant (CDBG) Business Assistance Program with Agreement #20-CDBG-12039; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents.

The Business Assistance Program provided low-interest loans to four local businesses. These loans were the following:
1) Dixon's Fixins - $50,000
2) Mountain Fitness - $250,000
3) Where the Wild Things Play - $100,000
4) Vines & Vittles/Little Shop of Ramen - $50,000

The businesses submitted tax information, revenue projections, business plans, and more to qualify. The loans were underwritten and prepared by Valley Small Business Development Corporation (VSBDC). Each loan was reviewed and approved by the Board of Supervisors. In accordance with the grant budget, $450,000 was provided in loans, $35,000 funded County staff time to administer the program, and the remaining funds compensated VSBDC for underwriting the loans. The funding for the loans came from CA Housing and Community Development (HCD) through a Community Development Block Grant (CDBG). In order to closeout the grant, a public hearing is required by CA HCD.

BACKGROUND AND HISTORY OF BOARD ACTIONS

August 2, 2023 - RES-2023-395 - The Board of Supervisors approved a Business Assistance Loan in the amount of $50,000 for Dixon's Fixins at 2% interest with a 10-year term.

December 20, 2022 - RES-2022-717 - The Board of Supervisors approved a Business Assistance Loan in the amount of $100,000 for Where the Wild Things Play Preschool at 2% interest with a 15-year term.

December 20, 2022 - RES-2022-716 - The Board of Supervisors approved a Business Assistance Loan in the amount of $50,000 for Lemon Drop at 2% interest with a 10-year term.

December 20, 2022 - RES-2022-715 - The Board of Supervisors approved a Business Assistance Loan in the amount of $250,000 for Mountain Fitness, LCC at 2% interest with a 20-year term.

May 19, 2020 - RES-2020-255 - The Board of Supervisors adopted a resolution approving an application for funding and authorizing the Board of Supervisors Chair to sign the grant agreement for CDBG programs in the 2019-20 Funding Year, including the Business Assistance Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this program is not closed, it could have negative implications for future CDBG applications and proposals.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. 3 - CDBG Combined Closeout Package

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

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-1239

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [ ] Acquired Property Inventory
- [x] Disencumbrance of Funds Acknowledgement/Request
- [x] Completion Report Acknowledgement
  - Completion Report uploaded or attached
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- [ ] Section 3 Qualitative Efforts (complete only if applicable)
- [x] Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- [ ] If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-12039 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee:	**Award/Contract Number:**
Contract/Project Name:	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
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								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☐ Yes

☑ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $_____

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Miles Menetrey, hereby certify that on the 31 day of July (month), 2024 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following 4 (number) locations listed below, which are available to the public. These postings will be available from 7/31/2024 (date) to 8/13/2024 (date).

Location 1:	Mariposa Gazette
Location 2:	Mariposa County Website
Location 3:	Planning Department Display Case
Location 4:	Mariposa County Development Services (Facebook)
Location 5:	

I, (name) Will Fassett, Clerk of Mariposa County (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at Mariposa (location), California, this 13 (date) day of August (month), 2024.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Community Design & Development Planner

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
8/13/2024	Name: Miles Menetrey Title Board of Supervisors (Chair)	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-358

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Closeout of the Community Development Block Grant (CDBG) Southern Sierra Miwuk Nation Strategic Plan with Agreement #20-CDBG-12073; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

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RECOMMENDATION AND JUSTIFICATION

Approve the Closeout of the Community Development Block Grant (CDBG) Southern Sierra Miwuk Nation Strategic Plan with Agreement #20-CDBG-12073; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

The County partnered with the Southern Sierra Miwuk Nation (SSMN) for a strategic planning process. The grant, for a total of $250,000, was awarded through the CA Housing and Development's (HCD) CDBG program. The Southern Sierra Miwuk Nation Tribal Council adopted the Strategic Plan on August 8, 2024. The County received $19,748.07 in staff time to administer this grant. CA HCD required that the Strategic Plan be adopted by the SSMN Tribal Council and the closeout of the grant be approved by the County of Mariposa Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

September 13, 2022 - RES-2022-505 - Approve an Agreement with Allyson Kelley and Associates for Strategic Planning Services for the Southern Sierra Miwuk Nation

May 19, 2020 - RES-2020-259 - Approve a Sub-Recipient Agreement with the Southern Sierra Miwuk Nation/American Indian Council of Mariposa for CDBG Funds for Planning Activities

May 19, 2020 - RES-2020-255 - The Board of Supervisors adopted a resolution approving an application for funding authorizing the Board of Supervisors Chair to sign the agreement for CDBG programs in the FY 2019-20 Funding Year, including the Southern Sierra Miwuk Nation Strategic Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the grant is not closed, it could have negative implications for future CDBG applications and proposals.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. 4-CDBG Combined Closeout Package

VOTE RESULT

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

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-CDBG-12073

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [x] Acquired Property Inventory
- [x] Disencumbrance of Funds Acknowledgement/Request
- [x] Completion Report Acknowledgement
  - Completion Report uploaded or attached
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- [ ] Section 3 Qualitative Efforts (complete only if applicable)
- [x] Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- [ ] If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-12073 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee: Mariposa County Subrecipient Southern Sierra Miwuk Nation	**Award/Contract Number:** 12073
Contract/Project Name: Tribal Strategic Planning, (property aquired was by Subrecipient)	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
(2) iPad Pro	6/27/2023	$2,398.33		new		Tribal Office	Receipt	100 %
(2) iPad Pro Cases	6/28/2023	$251.98		new		Tribal Office	Receipt	100 %
HP Envy Touch Screen Labtop	11/16/2023	$1097.48		new		Tribal Office	Receipt	100 %
HP Envy Laptop	11/16/2023	$548.74		new		Tribal Office	Receipt	100 %

CDBG – Acquired Property Inventory

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
HP Envy Laptop	11/16/2024	$12245.38		new		Tribal Office	Receipt	100 %
HP Envy Laptop	5/23/2024	$918.49		new		Tribal Office	Receipt	100 %
HP Envy Laptop	5/23/2024	$918.93		new		Tribal Office	Receipt	100 %
Remarkable Digital Paper Tablet	5/24/2024	$651.42		new		Tribal Office	Receipt	100 %
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☑ Yes

☐ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $_____

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Miles Menetrey, hereby certify that on the 31 day of July (month), 2024 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following 4 (number) locations listed below, which are available to the public. These postings will be available from 7/31/2024 (date) to 8/13/2024 (date).

Location 1:	Mariposa Gazette
Location 2:	Mariposa County Website
Location 3:	Planning Department Display Case
Location 4:	Mariposa County Development Services (Facebook)
Location 5:	

I, (name) Will Fassett, Clerk of Mariposa County (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at Mariposa (location), California, this 13 (date) day of August (month), 2024.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Community Design & Development Planner

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
8/13/2024	Name: Miles Menetrey Title Board of Supervisors (Chair)	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-359

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel).

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

The Spring Hill School Site is owned by the Mariposa County Unified School District (MCUSD). Through an agreement with MCUSD, the County of Mariposa uses the site as the headquarters of the Mariposa County Fire Department, including use of secured storage space for emergency and safety equipment, and access to seven training classrooms, one gymnasium, additional storage buildings, and an administrative building. The Mariposa County Fire Department, under a cooperative agreement with the California Department of Forestry and Fire Protection (CAL FIRE), manages fire prevention and suppression operations from this site.

MCUSD declared the property to be surplus in its Resolution No. 24-24 dated February 8, 2024, and published a notice of intent to sell. The appraised value and purchase price is $350,000.

Given the need to continue Mariposa County Fire Department operations at the Spring Hill School Site, and the agreeable purchase price, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2019-209 dated April 16, 2019 approved the Spring Hill License Agreement between the MCUSD and the County of Mariposa, establishing use of the site for the Mariposa County Fire Department.

Cooperative Fire Programs Fire Protection Reimbursement Agreement CA06229 dated June 6, 2023 describes the relationship between CAL FIRE and the County of Mariposa for the fire prevention and suppression operations that are headquartered at the Spring Hill School Site.

Resolution 2024-298 dated July 9, 2024 adopted an intention to purchase the Spring Hill Property.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. This property will not be purchased by the County. MCUSD will put the site up for public bid, and the Mariposa County Fire Department will need to relocate.

FINANCIAL IMPACT

No general fund dollars are requested. Merced Irrigation District (MID) settlement funds will be utilized.

ATTACHMENTS

1. FINAL Proposed PS Agreement to Mariposa County 9-12-24

VOTE RESULT

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

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

Between

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

and

COUNTY OF MARIPOSA

Effective Date: September 12, 2024

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of the date indicated on page 1 ("Effective Date"), by and between the MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District" or "Seller" depending on context), and the COUNTY OF MARIPOSA, a California public entity ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

R E C I T A L S

A. Seller is the owner in fee of that certain real property identified the former Spring Hill School located at 4802 Highway 140, Mariposa, California APN 012-180-055 ("Land") more particularly described in the legal description attached to this Agreement as Exhibit "A," and incorporated herein by this reference.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Land, together with all improvements located thereon, all easements, licenses, and interests appurtenant thereto, and all land entitlements, owned or held by Seller in connection with the Land (collectively, the "Property").

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. PURCHASE AND SALE OF PROPERTY.

1.1 Agreement to Purchase. Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

1.2 Amount of Purchase Price. The purchase price which Seller agrees to accept and Buyer agrees to pay for the Property is the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000) (the "Purchase Price").

1.3 Payment of Purchase Price. No later than 1:00 p.m. on the business day preceding the Closing Date (as that term is defined in Section 3.2) or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder the Purchase Price, less any previously deposited amounts as required hereunder.

1.4 Deposits

1.4.1 Initial Deposit. Buyer shall place into escrow THIRTY FIVE THOUSAND DOLLARS ($35,000) (the "Initial Deposit") within five (5) days of the Effective Date of this Agreement. The Initial Deposit shall be immediately released to Seller, through the Escrow Holder as identified in Section 3.1 below, and shall be non-refundable to Buyer should Buyer not purchase the Property for any reason unless Seller is found to be in breach or default of the terms of this Agreement. Should Buyer purchase the Property, the Initial Deposit shall be fully credited to the Purchase Price.

2. DISCLAIMERS AND HAZARDOUS MATERIALS.

2.1 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, the suitability of the Property for the Project, or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by it, the District and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage. The Seller makes no representation or warranty concerning the compaction of soil upon the Property, nor of the suitability of the soil for construction.

2.2 Hazardous Materials. Buyer, and each of the entities constituting Buyer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges District, its directors, officers, shareholders, employees, and agents, and its respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties. In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER'S INITIALS: _____ SELLER'S INITIALS: _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless District and its officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this section, Buyer shall use its diligent efforts to obtain for District the same releases, indemnities and other comparable provisions.

For purposes of this Section 2.4, the following terms shall have the following meanings.

(a) "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

(b) "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(c) "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

(d) "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous

Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(e) "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Agreement and shall continue in perpetuity.

3. ESCROW.

3.1 Escrow Instructions; Opening of Escrow. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail. Within five (5) business days of the Effective Date of this Agreement, the Parties shall open an escrow (the "Escrow") with Inter-County Title Company ("Escrow Holder"), at its office located at 5160 Bullion Street, Mariposa, CA 95338; Attn: Steven Lobaugh; Phone: (209) 966-3653; by

causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (the "Opening of Escrow"). Escrow Holder shall provide each of the parties in Section 6.3 with written confirmation of the date of the Opening of Escrow. Furthermore, title insurance services related to this Agreement shall also be provided by First American Title Insurance Company.

3.2 Close of Escrow; Closing Date. Escrow shall close and the Escrow Holder is instructed to on the Closing Date (as defined below). By closing Escrow, the Escrow Holder shall be deemed to have irrevocably committed to cause the Title Company to issue the Title Policy. If one or more conditions to closing are not satisfied or waived by the benefited Party, the Parties shall cooperate with each other to satisfy the same up to and including the Closing Date and when such conditions have been satisfied, Escrow Holder shall close the Escrow. For purposes of this Agreement, "Closing Date" shall occur no later than ten (10) days after the Effective Date of this agreement (the "Closing Date").

3.3 Deliveries by Seller. No later than 1:00 p.m. on the date two business days preceding the Closing Date, Seller shall deliver to Escrow Holder:

(a) an executed grant deed in the form of Exhibit "B" attached to this Agreement (the "Grant Deed") conveying to Buyer fee simple title to the Property, duly executed and acknowledged by Seller;

(b) an executed certificate of non-foreign status in the form attached hereto as Exhibit "C" and California Franchise Tax Board Form 590-RE, each executed by Seller;

(c) an executed Assignment and Bill of Sale in the form attached hereto as Exhibit "D"; and

(d) all other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including Seller's portion of prorations, if any.

3.4 Deliveries by Buyer. No later than 1:00 p.m. on the business day preceding the Closing Date, and after Seller's deliveries pursuant to Section 3.3 above, Buyer shall deliver to Escrow Holder:

(a) the Purchase Price less the Initial Deposit;

(b) an executed Assignment and Bill of Sale in the form attached hereto as Exhibit "D; and

(c) All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including the Escrow fees and Buyers' portion of prorations, if any.

3.5 Closing, Recording and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section 3.5.

3.5.1 Recording. Escrow Holder shall cause the Grant Deed to be recorded in the Official Records of Mariposa County, California.

3.5.2 Disbursement of Funds. Escrow Holder shall disburse to Seller the remainder of the Purchase Price, less those mutually agreed upon prorations chargeable to Seller, if any.

3.5.3 Delivery of Documents to Buyer. Escrow Holder shall deliver to Buyer a conformed copy of the Grant Deed, and any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original of the Grant Deed shall be returned to Buyer after recordation.

3.5.4 Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed, Grant of Easement and any other documents (or copies thereof) deposited by Buyer with Escrow Holder pursuant to this Agreement.

3.5.5 Real Property Taxes. All non-delinquent general and special real property taxes and assessments shall be prorated to the Close of Escrow.

3.6 Payment of Costs. Buyer shall pay the Escrow fee, all documentary transfer taxes, and all title insurance premiums for any title policy Buyer may seek separately.

. Buyer shall pay all charges for recording the Grant Deed Seller and Buyer shall each be responsible for their respective attorneys' fees. All other costs of Escrow not specifically allocated in this Agreement shall be paid by Buyer.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Buyer of each of the conditions precedent set forth in this Section 4.1.

4.1.1 Seller's Performance. Seller is not in material default of any term or condition of this Agreement.

4.1.2 Seller Deliveries Made. Seller has deposited with Escrow Holder all documents required of Seller by this Agreement.

4.1.3 Representations and Warranties. All representations and warranties made by Seller in this Agreement are true and correct as of the Closing as though made at that time.

4.2 Conditions to Seller's Obligations. Seller's obligations to convey the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Seller of each of the conditions precedent set forth in this Section 4.2.

4.2.1 Buyer's Performance. Buyer is not in material default of any term or condition of this Agreement.

4.2.2 Buyer Deliveries Made. Buyer has deposited with Escrow Holder all sums and documents required of Buyer by this Agreement.

4.2.3 Representations and Warranties. All representations and warranties made by Buyer in this Agreement are true and correct as of the closing as though made at that time.

4.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each Party shall use its diligent best efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall be in such Party's sole and absolute discretion.

4.4 Waiver. Buyer may at any time or times, at its election, waive any of the conditions set forth in Section 4.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. Seller may at any time or times, at its election, waive any of the conditions set forth in Section 4.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

4.5 Termination. In the event each of the conditions set forth in Section 4.1 is not fulfilled within the time provided in Section 4.1 or waived by Buyer pursuant to Section 4.4, Buyer may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Buyer, Buyer shall be entitled to a refund of any and all payments made by Buyer, including any Initial Deposit; provided however, Buyer shall not be entitled to any refund of the Initial Deposit or any portion thereof, for failure of the conditions set forth in Section 4.1.3 to be fulfilled within the time provided by Section 4.1. In the event that the conditions set forth in Section 4.2 are not fulfilled or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Seller, Buyer shall not be entitled to any refund, or portion thereof, of the Initial Deposit. In the event of termination of this Agreement by either Party, all documents delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and all documents delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer and, except if this Agreement is terminated due to a default by Seller, Buyer shall deliver to Seller all third party reports or work product performed by the Buyer or any of the Buyer's consultants, contractors or agents that pertains to the Property ("Buyer Work Product") and all rights to Buyer Work Product shall be assigned to the Seller automatically upon such termination without further action by Buyer or Seller. Nothing in this Section 4.5 shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow to be opened hereunder.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement, (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow.

(a) Seller has full right, power, and authority to enter into this Agreement and perform Seller's obligations hereunder. This Agreement and all other documents delivered by Seller to Buyer now or at the Close of Escrow, have been or will be duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, sufficient to convey to Buyer good and marketable title

to the Property, are enforceable in accordance with their respective terms, and do not violate any provisions of any agreement to which Seller is a party.

(b) To the best of Seller's knowledge, there are no pending or threatened, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against or affecting the Property or relating to the ownership, maintenance, use or operation of the Property.

(c) There are no leases or other agreements relating to the right of possession and/or occupancy of the Property by any person or entity other than the Buyer.

If Seller becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether as of the date given or any time thereafter through the Closing Date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of any liabilities or obligations with respect thereto.

5.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, which is (i) is material and relied upon by Seller in making its determination to enter into this Agreement, (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow:

> Buyer has full right, power, and authority to enter into this Agreement and perform Buyer's obligations hereunder. This Agreement and all other documents delivered by Buyer to Seller now or at the Close of Escrow, have been or will be duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, are enforceable in accordance with their respective terms, and do not violate any provisions of any agreement to which Buyer is a party.

If Buyer becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Buyer hereunder, whether as of the date given or any time thereafter through the Closing Date, Buyer will give immediate written notice of such changed fact or circumstance to Seller, but such notice shall not release Buyer of any liabilities or obligations with respect thereto.

5.3 Brokerage Commissions. Seller and Buyer each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement, unless as otherwise disclosed by Buyer prior to the Effective Date. Furthermore, should Buyer disclose any broker's commission and/or finder's fee applicable to the transactions contemplated by this Agreement, such commission and/or finder's fee shall in no way apply to the District, the Purchase Price, or any payments by the Parties hereunder. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

5.4 "AS-IS". Except as provided in Section 5.1 above, Seller makes no representation or warranty of any kind as to the Property, including, but not limited to, the physical condition of the Property or the existence of any Hazardous Substance on or under the Property. As more specifically

set forth in Sections 2.3 and 2.4 herein, Buyer acknowledges and agrees that except as specifically set forth herein it is purchasing the Property in an "As-Is" condition and further acknowledges that Buyer is assuming all risk associated with any use, generation, storage, disposal, discharge, release, presence or transportation of any Hazardous Substances on, under, or about the Property and that Buyer will defend, indemnify and hold the Seller harmless from any liability for any such use, generation, storage, disposal, discharge, release, presence or transportation. Nothing in this Section 5.4 shall limit the effect of Sections 2.3, 2.4 or any other Section herein.

5.5 LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, ACTUAL DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT THE INITIAL DEPOSIT, IF ANY, PAID HEREUNDER SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. BUYER HEREBY IRREVOCABLY INSTRUCTS ESCROW HOLDER, UPON SUCH BREACH OR DEFAULT BY BUYER, TO RELEASE SAID PAYMENT(S) AND ACCRUED INTEREST THEREON TO SELLER SHOULD ESCROW HOLDER THEN BE IN POSSESSION THEREOF. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Buyer's Initials _____ Date _____
Seller's Initials _____ Date _____

6. MISCELLANEOUS.

6.1 Costs of Conveyance. All costs not covered in Section 3.6 herein shall be paid solely by Buyer, including, but not limited to, costs associated with further appraisals, inspections, title reports, preparation and recordation of documents, inspections and testing not otherwise provided by Seller.

6.2 Attorneys' Fees; Litigation. If either Party commences an action against the other Party arising out of or in connection with this Agreement or asserts a defense in connection therewith, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party, including expert witness fees and costs, and fees for discovery and appeal. The only remedies available to either Party in the enforcement of this Agreement or any obligation under this agreement shall be for injunctive relief, specific performance, and similar equitable remedies. No other remedy, including any remedy for damages shall be available to either Party in the enforcement of this Agreement or in the event of a default under the terms of this Agreement. In addition, neither Party shall be obligated for any economic or consequential damages or damages for lost profit or any other damages of like kind or nature in the event of a default on the part of the other Party.

6.3 Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger

or courier thereof; (ii) upon receipt by the other Party or refusal to accept delivery by the other Party of United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of e-mail, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To Seller: MARIPOSA COUNTY SCHOOL DISTRICT
Attn: Kierstin Wight, Chief Business Officer
5082 Old Hwy
Mariposa, CA 95338
With copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Attn: Stephen M. McLoughlin
12800 Center Court Dr., Suite 300
Cerritos, CA 90703-8597

To Buyer: COUNTY OF MARIPOSA
Attn: Joe Lynch, Chief Executive Officer
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338
With copy to: COUNTY OF MARIPOSA
Attn: Steve Dahlem, County Council
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

6.4 Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

6.5 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

6.6 Assignment. Neither Party shall assign this Agreement nor any right or privilege either party might have under this Agreement without the prior written consent of the other Party.

6.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

6.8 Binding on Heirs. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

6.9 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

6.10 Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

6.11 Exhibits. Exhibits. Exhibits "A," B," "C," and "D" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

"A" - LEGAL DESCRIPTION OF LAND
"B" - GRANT DEED
"C" - NON-FOREIGN AFFIDAVIT
"D" - ASSIGNMENT AND BILL OF SALE

6.12 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Seller and Buyer acknowledge and agree that they are each bound by the same.

6.13 Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

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

6.15 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

6.16 Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow.

6.17 Conflicts of Interest. No director, officer, official, representative, agent or employee of the Buyer or Seller shall have any financial interest, direct or indirect, in this Agreement.

6.18 Nondiscrimination. There shall be no discrimination by Seller nor Buyer against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.19 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

6.20 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

6.21 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property, and/or to accomplish the objectives and requirements that are set out in this Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement and the Exhibits attached hereto.

6.22 PDF Signatures. In order to expedite execution of this Agreement, any amendments to this Agreement and the transaction contemplated in this Agreement, signatures sent in a PDF document via email may be used in place of original signatures on this Agreement or any document delivered pursuant hereto (except for documents that are to be recorded in the Official Records of the County). Seller and Buyer intend to be bound by the signatures on the PDF document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature

*** * * Signatures on Following Page * * ***

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Seller: **MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT**

_____
By: Jeff Aranguena, Superintendent

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Stephen M. McLoughlin, Esq., legal counsel for
Mariposa County Unified School District

Buyer: **COUNTY OF MARIPOSA**

_____
By: Joe Lynch, Chief Executive Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

20191161

MCUSD Resultant
Por. APN: 012-180-055

Exhibit "A"

All that real property situated in a portion of Projected Section 26, Township 5 South, Range 18 East, Rancho Las Mariposas, County of Mariposa, State of California, described as follows:

A tract of land situated on the North 1/2 of Projected Section 26, T.5S., R.18E., M.D.B.&M., Rancho Las Mariposas, Mariposa County, California, being the "Lands of Mariposa County Unified School District" as described in that certain Grant Deed recorded October 9, 1984, in Volume 264 of Official Records at Page 579, Mariposa County Records and being shown as that certain 3.70 acre parcel on the Record of Survey for Mariposa County Unified School District, filed in the Book of Maps at Page 2237, Mariposa County Records, being more particularly described as follows:

Commencing at a concrete monument set to mark the southerly right-of-way boundary of State Highway 140, at engineering station 357+30.18, said monument also bearing South 48° 30' 51" West, 3003.06 feet from the northeast corner of said projected section 26; thence along said southerly right-of-way boundary, through a curve, concave to the north, with a radius of 1075.00 feet, through a central angle of 09° 54' 48", an arc distance of 186.00 feet to the point of beginning, being a point on the curve of said southerly right-of-way boundary, with a radial bearing of North 02° 26' 12" East; thence leaving said southerly right-of-way boundary South 08° 21' 54" West, 292.00 feet; thence South 83° 39' 06" East, 210.00 feet; thence North 69° 17' 08" East, 422.10 feet; thence North 16° 11' 36" West, 267.00 feet to a point on said southerly right-of-way boundary, said point being on a curve with a radial bearing of North 24° 12' 45" West; thence along said southerly right-of-way boundary, through a curve, concave to the northwest, with a radius of 1075.00 feet, through a central angle of 26° 38' 57", an arc distance of 500.00 feet to the point of beginning, containing 3.70 acres more or less.

TOGETHER WITH a portion of Parcel 1 of that certain Parcel Map for Frank Long, Jr. and Frances R. Long, recorded September 5th, 1997 in Book 27 of Parcel Maps at Page 20, Mariposa County Records, being more particularly described as follows:

> BEGINNING at a point on the northerly boundary of said Parcel 1 from which the northwesterly most corner of said Parcel 1 bears N.83°39'06"W. 171.61 feet; thence along the northerly line of said Parcel 1, S.83°39'06"E. 38.39 feet to an angle point therein; thence along the northerly line of said Parcel 1, N.69°17'08"E. 136.17 feet; thence leaving said northerly boundary, S.15°10'05"W. 72.36 feet; thence S.73°50'05"W. 96.53 feet; thence N.45°34'53"W. 75.43 feet; to the POINT OF BEGINNING.

EXCEPTING THEREFROM A portion of the "Lands of Mariposa County Unified School District" as described in that certain Grant Deed recorded October 9, 1984, in Volume 264 of Official Records at Page 579, Mariposa County Records and being shown as that certain 3.70 acre parcel on the Record of Survey for Mariposa County Unified School District, filed March 13, 1986 in the Book of Maps at Page 2237, Mariposa County Records, being more particularly described as follows:

> BEGINNING at the northwest corner of said "Lands of Mariposa County Unified School District", said corner being a point on the southerly right-of-way of State Highway 140, thence along the northerly line of said Lands and said southerly right-of-way in an easterly direction along the arc of a 1075.00 foot radius curve concave northerly, having a chord bearing of N.89°23'55"E. and a chord distance of 113.95, having a central angle of 06°04'34" and an arc length of 114.00 feet;

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

20191161

thence leaving said right-of-way, S.03°38'22"E. 60.00 feet; thence in a westerly direction along the arc of a 1135.00 foot radius non-tangent curve concave northerly, having a chord bearing of S.89°33'30"W. and a chord distance of 126.53, having a central angle of 06°23'26" and an arc length of 126.59 feet to a point on the westerly boundary of said "Lands of Mariposa County Unified School District"; thence along said westerly boundary, N.08°21'54"E. 60.30 feet to the POINT OF BEGINNING.

The above described parcel of land is intended to encompass the same area as that certain "Non-Exclusive Public Access & Utility Easement" described in the hereinabove referenced Grant Deed and as shown on said hereinabove referenced Record of Survey.

Containing 3.70 Acres More or Less

Subject to any rights-of-way or easements of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham

Date: 4/26/2018

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
P.L.S. 8093
STATE OF CALIFORNIA

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

County of Mariposa
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

(Space Above For Recorder's Use)

add applicable transfer/documentary tax information

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereby grants to County of Mariposa that certain real property located in the City of Mariposa, State of California, along with all improvements thereon, as described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

1. Current taxes and assessments. The property interest conveyed herein may be subject to real property taxation and/or assessment. In such event, (lessee, permittee, concessionaire, etc.) shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the (leased, assigned, concession, etc.) premises and any improvements or fixtures located thereon.

2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

Dated:_____

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

_____

By:_____

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF LAND

20191161

MCUSD Resultant
Por. APN: 012-180-055

Exhibit "A"

All that real property situated in a portion of Projected Section 26, Township 5 South, Range 18 East, Rancho Las Mariposas, County of Mariposa, State of California, described as follows:

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TOGETHER WITH a portion of Parcel 1 of that certain Parcel Map for Frank Long, Jr. and Frances R. Long, recorded September 5th, 1997 in Book 27 of Parcel Maps at Page 20, Mariposa County Records, being more particularly described as follows:

> BEGINNING at a point on the northerly boundary of said Parcel 1 from which the northwesterly most corner of said Parcel 1 bears N.83°39'06"W. 171.61 feet; thence along the northerly line of said Parcel 1, S.83°39'06"E. 38.39 feet to an angle point therein; thence along the northerly line of said Parcel 1, N.69°17'08"E. 136.17 feet; thence leaving said northerly boundary, S.15°10'05"W. 72.38 feet; thence S.73°50'05"W. 96.53 feet; thence N.45°34'53"W. 75.43 feet; to the POINT OF BEGINNING.

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EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF LAND

thence leaving said right-of-way, S.03°38'22"E. 60.00 feet; thence in a westerly direction along the arc of a 1135.00 foot radius non-tangent curve concave northerly, having a chord bearing of S.89°33'30"W. and a chord distance of 126.53, having a central angle of 06°23'26" and an arc length of 126.59 feet to a point on the westerly boundary of said "Lands of Mariposa County Unified School District"; thence along said westerly boundary, N.08°21'54"E. 60.30 feet to the POINT OF BEGINNING.

The above described parcel of land is intended to encompass the same area as that certain "Non-Exclusive Public Access & Utility Easement" described in the hereinabove referenced Grant Deed and as shown on said hereinabove referenced Record of Survey.

Containing 3.70 Acres More or Less

Subject to any rights-of-way or easements of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham

Date: 4/26/2018

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
P.L.S. 8093
STATE OF CALIFORNIA

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that the transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform COUNTY OF MARIPOSA ("Transferee"), that withholding of tax is not required upon the sale by MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Transferor"), of its fee simple interest in that certain real property sold pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated September 12, 2024, which real property is described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and the income tax regulations promulgated thereunder);

2. The Transferor's United States Taxpayer Identification Number is 94-1706704;

3. The Transferor's office address is 5082 Old Hwy, Mariposa CA 95338, and

4. The Internal Revenue Service has not issued any notice with respect to Transferor or listed Transferor as a person whose affidavit may not be relied upon for purposes of Section 1445 of the Internal Revenue Code.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I am the Superintendent of Transferor and that I have authority to sign this document on behalf of the Transferor.

Dated: September 12, 2024

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

_____

By: Jeff Aranguena, Superintendent

EXHIBIT "A" TO NON-FOREIGN AFFIDAVIT

LEGAL DESCRIPTION OF LAND

20191161

MCUSD Resultant
Por. APN: 012-180-055

Exhibit "A"

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EXHIBIT "A" TO NON-FOREIGN AFFIDAVIT

LEGAL DESCRIPTION OF LAND

20191161

thence leaving said right-of-way, S.03°38'22"E. 60.00 feet; thence in a westerly direction along the arc of a 1135.00 foot radius non-tangent curve concave northerly, having a chord bearing of S.89°33'30"W. and a chord distance of 126.53, having a central angle of 06°23'26" and an arc length of 126.59 feet to a point on the westerly boundary of said "Lands of Mariposa County Unified School District"; thence along said westerly boundary, N.08°21'54"E. 60.30 feet to the POINT OF BEGINNING.

The above described parcel of land is intended to encompass the same area as that certain "Non-Exclusive Public Access & Utility Easement" described in the hereinabove referenced Grant Deed and as shown on said hereinabove referenced Record of Survey.

Containing 3.70 Acres More or Less

Subject to any rights-of-way or easements of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham

Date: 4/26/2018

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
P.L.S. 8093
STATE OF CALIFORNIA

EXHIBIT "D"

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AGREEMENT AND BILL OF SALE ("Assignment and Bill of Sale") to the Purchase and Sale and Joint Escrow Instructions ("Purchase Agreement") by and between the MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District" or "Seller" depending on context), and COUNTY OF MARIPOSA ("Buyer"), dated September 12, 2024, is hereby entered into this 12th day of September ("Effective Date") as follows:

A. WHEREAS, District and Buyer have entered into the Purchase Agreement for the sale by Seller to Buyer of that certain real property identified as 4802 Highway 140, Mariposa, California APN 012-180-055 (the "Property") as more particularly set forth in the Purchase Agreement; and

B. WHEREAS, the execution and delivery of this Assignment and Bill of Sale is required to consummate the Close of Escrow. Capitalized terms used herein and not otherwise defined shall have the meanings provided to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the benefits set forth herein and in the Purchase Agreement, the parties hereto hereby agree as follows:

Seller hereby grants, sells, conveys, assigns, transfers, sets over to, and vests in the Buyer, its successors and assigns, all of the right, title, and interest, legal or equitable, of the Seller in and to any and all improvements and fixtures associated with the Property, excepting all of Seller's personal property, furnishing, equipment, and materials, which shall be removed from the Property.

Seller hereby assigns all of its right, title and interest in and to the Property to Buyer, including: all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by governmental authorities with jurisdiction over the Property, or otherwise in connection with the Property; any and all development rights and other intangible rights, titles, interests, privileges and appurtenances owned by District and in any way related to or used in connection with the Property and its operation; and all licenses, consents, easements, rights of way and approvals required from private parties to make use of the utilities (collectively, "Licenses and Permits"); and

Seller hereby assigns, sells, transfers, sets over and delivers unto Buyer all of District's estate, right, title and interest in and to the Licenses and Permits, and Buyer hereby accepts such Assignment and Bill of Sale.

Although the Property is being sold by Seller and Buyer in an "AS-IS" condition, as a courtesy to Buyer, and without any indemnification or representation regarding the extent, nature, quality or even existence of any Licenses and Permits, Seller hereby covenants that Seller will, from time to time as reasonably necessary, upon written request therefore, execute and deliver to Buyer, Buyer's successors, nominees and assigns, any new or confirmatory instruments which Buyer, Buyer's successors, nominees and assigns may reasonably request in order to fully assign and transfer to and

vest in Buyer, or Buyer's successors, nominees and assigns right, title and interest in and to the Licenses and Permits, if any, or to otherwise realize upon or enjoy such rights in and to the Licenses and Permits, if any.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the successors, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment and Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

This Assignment and Bill of Sale shall only be effective upon the recordation of the Grant Deed in the Official Records of Mariposa County, conveying the Property to Buyer.

IN WITNESS WHEREOF, District and Buyer have executed and delivered this Assignment and Bill of Sale as of the day and year first written above.

"District": MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT	"Buyer": COUNTY OF MARIPOSA
By:_____	By: _____
Name: Jeff Aranguena	Name: Joe Lynch
Its: Superintendent	Its: Chief Executive Officer

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 13, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: **CLOSED SESSION**: Public Employee Performance Evaluation: Title: Building Director (Gov Code 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Title: Building Director (Gov Code 54954.5)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Building Director (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

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: August 13, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel: Existing Litigation: County of Mariposa v. California Department of Human Resources (DeJesus); Superior Court of the State of California, County of Sacramento Case No. 34-2023-80004068

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: County of Mariposa v. California Department of Human Resources (DeJesus); Superior Court of the State of California, County of Sacramento Case No. 34-2023-80004068

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: County of Mariposa v. California Department of Human Resources (DeJesus); Superior Court of the State of California, County of Sacramento Case No. 34-2023-80004068

[ ] 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

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None